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THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO:

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MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is made this 31st day of October, 1986 by and between (i) AMALGAMATED TRUST AND SAVINGS BANK, not personally, but solely as Trustee under Trust Agreement dated January 26, 1979, and known as Trust No. 3798 (said Bank, in its capacity as Trustee aforesaid, and not personally, being herein referred to as "Mortgagor" and said Trust Agreement as the "Trust Agreement") and (ii) AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (said Bank being herein referred to as the "Mortgagee").

WITNESSETH:

A. Mortgagor has concurrently executed and delivered a Note (the "Note") of even date herewith in the principal sum of SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00) (the "Credit"), payable to the order of the Mortgagee in and by which Note the Mortgagor promises to pay the Credit, with interest thereon at the rate or rates, at the time or times and in the manner, as provided in the Note, with a final payment of the balance of the Credit then remaining unpaid and all accrued interest thereon, if not sooner paid, due and payable on the "Date of Maturity" (as such term is defined in the Note).

B. All payments made pursuant to the Note and this Mortgage shall be applied as follows: first, to all other indebtedness, sums, charges and obligations due and owing to the Mortgagee under the Note, this Mortgage and the "Other Loan Documents" (as such term is herein defined); second, to accrued and unpaid interest on the balance of the Credit remaining outstanding from time to time at the "Base Rate" or the "Default Rate" (as each such term is defined in the Note), whichever is the case, if then due and payable; and third, to the unpaid balance of the Credit, and shall be made, in the manner provided in the Note, at such place as the Mortgagee may, from time to time, designate in writing to the Mortgagor, and in the absence of such designation, then at American National Bank and Trust Company of Chicago, 33 North La Salle Street, Chicago, Illinois 60690.

C. The Mortgagor is the owner of record of the "Mortgaged Premises" (as such term is herein defined).

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D. The Mortgagee requires this Mortgage to be made, executed and delivered and the Mortgagor desires to make, execute and deliver this Mortgage in consideration of the extension of the Credit and as security for the payment and performance of the "Liabilities" (as such term is herein defined), including without limitation, the Credit, or so much thereof as may be disbursed, and all accrued interest thereon, evidenced by the Note.

NOW, THEREFORE, to secure the payment, performance and observance of the Liabilities by the Mortgagor and any other person(s) now or hereafter any way liable or obligated therefor (any such person(s) being herein referred to as "any other obligor") to be paid, performed and observed and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Mortgagor does, by these presents, mortgage, grant, remise, release, alien, assign, transfer, pledge, hypothecate and convey unto the Mortgagee, its successors and assigns, certain real property situated in Cook County, Illinois and described on Exhibit A attached to and made a part of this Mortgage (said real property being herein referred to as the "Real Estate") and all the present and hereafter acquired estate, right, title and interest of the Mortgagor in the Real Estate;

TOGETHER WITH all buildings, structures and improvements, including without limitation, all additions and alterations thereto and all extensions and replacements thereof, if any, now or hereafter located or erected thereon;

TOGETHER WITH all machinery, apparatus, equipment, goods, systems, fittings and fixtures of every kind and nature whatsoever, now or hereafter located in or upon or affixed or appurtenant to the Real Estate or the buildings, structures and improvements thereon, or any part thereof, now owned or hereafter acquired by the Mortgagor and used or usable in connection with any present or future operations of the Real Estate or such buildings, structures and improvements, including, but without limitation upon the generality of the foregoing, all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, elevator, lifting, plumbing, sprinkler, cleaning, communications and power equipment, systems, fittings and apparatus; all gas, water and electrical equipment, systems, fittings and apparatus; and all engines, motors, tanks, pipes, pumps, appliances, screens, storm doors, storm windows, shades, blinds, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors, and all the right, title and interest in and to all machinery, apparatus, equipment, systems, fittings, fixtures and goods which by law or with the Mortgagee's consent, may be subject to any title retention or security agreement creating a lien superior to the lien of this Mortgage; and any and all substitutions, renewals or replacements thereof and any and all additions and accessions thereto, it being understood and agreed that all such machinery, apparatus, equipment, systems, fittings, fixtures and goods (whether in single units or centrally controlled, and whether physically attached to the buildings, structures and improvements or not) are a part of the Real Estate and the buildings, structures and improvements and are declared to be a portion of the security for the Liabilities and that in this Mortgage, the enumeration of any specific items of property shall in no ways exclude or be held to exclude any items of property not specifically mentioned;

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TOGETHER WITH all the right, title and interest, if any, of the Mortgagor in and to the land lying in the streets, roads, alleys and other public ways (before or after vacation thereof) adjoining the Real Estate;

TOGETHER WITH all and singular the easements, estates, rights, consents, rights-of-way, liberties, licenses, permits, privileges, servitudes, tenements, hereditaments, appurtenances now or hereafter thereunto belonging or appertaining in any way, whether created by contract, law, ordinance or otherwise, and the reversion or reversions, remainder or remainders thereof, and all rents, earnings, income, issues, profits and avails thereof for so long and during all such time as the Mortgagor may be entitled thereto (which are pledged primarily and on a parity with the Real Estate and not secondarily);

TOGETHER WITH all other right, title, interest, estate or other claims of every kind and character, both at law and in equity, which the Mortgagor now has or at any time hereafter acquires in and to the Real Estate and any other property herein described, or any part thereof, and all other property of the Mortgagor that is used or useful in connection with the Real Estate; and

TOGETHER WITH any and all awards, proceeds or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Estate, any easement therein or appurtenant thereto, or any other property above described as a result of (a) any taking or condemnation thereof, in whole or in part, pursuant to or by reason of eminent domain proceedings, or under threat or in lieu thereof, (b) the alteration of the grade of any street, road, alley or other public way or (c) any other injury to or decrease in the value of the Real Estate and other property above-described, by reason of fire or any other casualty, event or circumstance, to the extent of the Liabilities at the date of receipt by the Mortgagee of any such awards, proceeds or payments, and of court costs and attorneys' fees, costs and disbursements incurred or sustained by the Mortgagee in connection with the collection of such awards, proceeds or payments. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such awards, proceeds or payments.

The Real Estate, and all appurtenances, equipment, property, interests and rights hereinabove described, are herein sometimes collectively or severally, as the context requires, referred to as the "Mortgaged Premises."

TO HAVE AND TO HOLD the Mortgaged Premises unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth.

THIS MORTGAGE IS GIVEN TO SECURE all of the following (the same being herein sometimes collectively referred to as the "Liabilities"):

(a) the prompt payment of the Credit and all accrued interest thereon as and when due in accordance with the Note;

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(b) the prompt payment, as and when due, of all other indebtedness, charges, sums and obligations which the Mortgagor or any other obligor is obligated to pay under, pursuant to or in connection with the Note, this Mortgage and the "Other Loan Documents" (as such term is herein defined);

(c) the full and faithful performance and observance of each and all of the covenants, agreements, conditions, representations, warranties and provisions contained in the Note, this Mortgage and the Other Loan Documents; and

(d) the repayment, when required, of all costs and expenses, including without limitation, (i) expenditures to pay or discharge loans, insurance premiums, costs of repair to and maintenance of the Mortgaged Premises, taxes and any other liens, claims, security interests or encumbrances, whether the obligation of the Mortgagor or any other obligor as provided in the Note, this Mortgage or the Other Loan Documents and (ii) court costs and reasonable attorneys' fees and expenses paid, suffered or incurred by or for the account of the Mortgagee to protect, preserve, enforce or realize upon (1) this Mortgage, and the lien and security interests hereby created, (2) the Liabilities, and (3) the Mortgaged Premises, all with interest thereon at the Default Rate,

which Liabilities shall not exceed, in the aggregate, five (5) times the amount of the Credit.

THE MORTGAGOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Title. The Mortgagor represents and warrants to, and covenants with, the Mortgagee that (i) at the time of the execution and delivery of this Mortgage, the Mortgagor is well seized of the mortgaged Premises, in fee simple absolute, and has good right and full power to grant, assign, transfer, mortgage and convey the Mortgaged Premises in the manner and form herein provided, (ii) the Mortgaged Premises are free and clear of all liens, charges, interests and encumbrances whatsoever, except for the permitted exceptions (the "Permitted Exceptions") set forth on Exhibit B attached to and made a part of this Mortgage, (iii) this Mortgage is a valid and enforceable first and prior lien on the Mortgaged Premises subject only to the Permitted Exceptions, and (iv) the Mortgagee shall, subject to the Mortgagor's right of possession prior to an "Event of Default" (as such term is herein defined), quietly enjoy and possess the Mortgaged Premises. The Mortgagor shall preserve the title of the Mortgaged Premises in its present condition and the present validity and priority of the lien of this Mortgage, and will defend the title to the Mortgaged Premises, the validity and priority of the lien hereof, and the rights, benefits and privileges accruing to the Mortgagee by reason of this Mortgage forever against all lawful claims and demands whatsoever.

2. Payment and Performance. The Mortgagor will duly and punctually pay (i) the Credit and all accrued interest thereon at the time or times and in the manner provided in the Note and (ii) any and all additional and other Liabilities, as and when due, pursuant to the Note, this Mortgage and the Oth-

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er Loan Documents, and will otherwise fully and faithfully perform, observe and comply with all the terms, covenants, representations, obligations and conditions contained in the Note, this Mortgage and the Other Loan Documents.

3. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens. The Mortgagor shall: (a) promptly repair, restore or rebuild the buildings, structures and improvements which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any proceeds, awards or payments of insurance, eminent domain or otherwise; (b) keep the Mortgaged Premises constantly in good order, condition and repair and make all repairs, substitutions and replacements; as and when the same become necessary, required or appropriate, all of which shall be of equal or better class and type than that originally installed, made or constructed on the Mortgaged Premises; (c) keep the Mortgaged Premises free from mechanics' liens and all other liens or claims for lien (all such liens being herein called singularly "Lien" and collectively, "Liens"); (d) pay in full immediately any indebtedness which may be secured by a Lien or charge on the Mortgaged Premises prior to, inferior to, coordinate with or superior to the lien hereof (no such prior, inferior to, coordinate or superior Lien to be permitted hereunder) other than the Lien of general real estate taxes, which shall be paid as provided in Paragraph 5 hereof, and upon request exhibit satisfactory evidence of the discharge of such Lien to the Mortgagee; (e) comply with all Federal, state and local laws, ordinances, rules, regulations, requirements, orders and judgments and all covenants, easements and restrictions of record with respect to the Mortgaged Premises and the use or manner of use thereof; (f) suffer or permit no change in the general nature of the use or occupancy of the Mortgaged Premises without the Mortgagee's prior written consent; and (g) observe and comply with all conditions and requirements, if any, necessary to preserve and extend all rights, easements, licenses, permits (including without limitation, zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Mortgaged Premises or contracted for in connection with any present or future use of the Mortgaged Premises; and (h) complete with due and continuous diligence any of the buildings, structures and improvements now or at any time in process of construction, erection, assembly or placement on the Mortgaged Premises in accordance with the terms and provisions of the Loan Agreement.

4. Acts In Respect of Buildings and Title Requiring Mortgagee's Consent. The Mortgagor will not, without the prior written consent of the Mortgagee: (a) construct or permit or suffer to be constructed any buildings, structures or improvements on the Mortgaged Premises, or remove, demolish or alter, materially or structurally, any buildings and improvements now located on the Mortgaged Premises; or (b) initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restriction, covenant or agreement, limiting or defining the occupancy, development, use or method of use, which may be made of the Mortgaged Premises or any part thereof which would adversely effect the use of the Mortgaged Premises. The Mortgagor shall not commit or suffer any waste of the Mortgaged Premises, or any part thereof.

5. Payment of Taxes. Subject to the provisions of Paragraph 30 hereof, the Mortgagor shall pay all general taxes before any penalty or interest accrues or attaches, and shall pay all special taxes, special assessments, wa-

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ter charges, sewer service charges, and all other charges against the Mortgaged Premises of any nature whatsoever when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor within thirty (30) days after the respective due dates of such taxes, assessments and charges.

6. Mortgagee's Reliance on Tax Bills, etc. The Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other Lien, may do so without inquiry as to the validity or accuracy of amount of such Lien or any claim therefor which may be asserted.

7. Insurance.

A. The Mortgagor shall keep such of the Mortgaged Premises constituting the buildings, structures and improvements, and all "Collateral" (as such term is herein defined) insured against loss or damage by fire on an "all risk" and extended coverage basis and against such other hazards for the full replacement cost thereof. The Mortgagor shall also provide such other insurance coverages as required by Mortgagee, including without limitation, (i) public liability, personal injury and death and for property damage having at least a \$5,000,000 single limit coverage, and (ii) flood insurance if the Mortgaged Premises is located in a flood hazard area.

B. All policies of insurance, including without limitation, additional, renewal and replacement policies, required to be furnished hereunder shall be in forms, with companies and in amounts reasonably satisfactory to the Mortgagee, showing the Mortgagee as an additional insured thereunder, with waiver of appreciation, waiver of subrogation and replacement cost endorsements and standard non-contributory mortgagee and loss payee clauses attached or endorsed to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or modified without thirty (30) days prior written notice to the Mortgagee. The Mortgagor shall deliver to the Mortgagee the originals of all policies, including without limitation, additional renewal and replacement policies, required of the Mortgagor under or pursuant to this Mortgage (or true and complete copies thereof as so certified by the issuing insurance company, with a certificate of insurance, but only if acceptable to the Mortgagee, in its absolute discretion), together with evidence of payment of the premiums thereon satisfactory to the Mortgagee, and, in the case of insurance about to expire, renewal or replacement policies not less than thirty (30) days prior to their respective dates of expiration.

C. The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder, unless the Mortgagee is included thereof as an additional insured thereunder and the policy or policies of such insurance contains standard non-contributory mortgagee and loss payable clauses acceptable to the Mortgagee. The Mortgagor shall immediately notify the Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to the Mortgagee the original policy or policies of such insurance (or true and complete

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copy or copies there of as so certified by the issuing insurance company, with a certificate of insurance, but only if acceptable to the Mortgagee, in its absolute discretion).

D. The delivery to Mortgagee of the policy or policies of insurance, including, without limitation, additional, renewal or replacement policies required under this Mortgage, shall constitute an assignment to the Mortgagee of such policy or policies, including all unearned premiums thereon, as additional security for the payment and performance of the indebtedness and obligations. In the event of the foreclosure of this Mortgage, or of a transfer of title to the Mortgaged Premises either in lieu of foreclosure or by purchase at the foreclosure sale, the Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney-in-fact for the Mortgagor to assign any such policy or policies of insurance, and the Mortgagor or the purchaser(s) or grantee(s) of the Mortgaged Premises shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered pursuant to this Paragraph 7 and the Mortgagor shall not have any right to reimbursement for premiums then unearned.

E. The mortgagee shall not, by reason of accepting, rejecting, approving or obtaining insurance as herein provided, incur or be subject to any liability for payment of losses.

## 8. Disposition of Insurance Proceeds.

A. In the event of any loss, damage or destruction of or to the Mortgaged Premises by fire or other casualty, the Mortgagor shall immediately give notice thereof to the Mortgagee and the Mortgagee may thereupon make proof of such loss, damage or destruction if the same is not promptly made by the Mortgagor. The Mortgagee is authorized and empowered to (i) settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance, without the consent or approval of the Mortgagor, or (ii) upon written notice to the Mortgagor and each insurance company with which a claim therefor is filed, to permit the Mortgagor to settle, adjust or compromise any such claims; provided however, that if paragraph 8A(ii) hereof is operative, then (1) no settlement, adjustment or compromise may be made by the Mortgagor without prior notice to and approval of the Mortgagee, and (2) if such settlement, adjustment or compromise is not effected by the Mortgagor within a reasonable period of time, not exceeding sixty (60) days after such loss, damage or destruction, the Mortgagee may, at any time thereafter, revoke by notice to the Mortgagor and each such insurance company, such permission so given to the Mortgagor pursuant to paragraph 8A(ii) hereof, and exercise the authority and power upon the Mortgagee pursuant to paragraph 8A(i) hereof.

B. In the event of any such loss, damage or destruction all proceeds of insurance shall be payable to the Mortgagee, and each insurance company with which a claim therefor is filed is hereby authorized and directed to make payment thereof directly to the Mortgagee.

C. In the event of any loss, damage or destruction by fire or other casualty, the proceeds of insurance shall be held by the Mortgagee and applied to the cost of repair, restoration, replacement or rebuilding of the Mortgaged Premises; provided (i) the insurance company or companies do not deny liability under any policy or policies of insurance required to be main-

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tained by the Mortgagor, (ii) there shall not exist an Event of Default under this Mortgage, the Note or any of the Other Loan Documents or an event shall have occurred but for the giving of notice or passage of time, or both, would constitute an Event of Default under this Mortgage ("incipient event"), the Note or any of the Other Loan Documents, (iii) the proceeds of insurance are sufficient in the Mortgagee's sole and absolute discretion, to repair, restore, replace or rebuild the Mortgaged Premises to a condition whereby the value thereof as repaired, restored, replaced or rebuilt would be equal to or greater than the value of the Mortgaged Premises immediately preceding the loss, damage or destruction, or, if the proceeds of insurance are not sufficient to so repair, restore, replace or rebuild, the Mortgagor shall have deposited with the Mortgagee the amount of said deficiency, which funds shall be applied first to the cost of said repair, restoration, replacement or rebuilding, and (iv) the repair, replacement, restoration or rebuilding shall be completed promptly in accordance with plans and specifications approved by the Mortgagee.

D. In case of loss, damage or destruction by fire or other casualty and the insurance proceeds collected as a consequence thereof are not sufficient, in the Mortgagee's sole and absolute discretion, to repair, restore, replace or rebuild the Mortgaged Premises and any one or more of the conditions set forth in Paragraph 8C have not been satisfied, all insurance proceeds shall, at the election of the Mortgagee (in addition to any and all other remedies available to the Mortgagee under this Mortgage) in its absolute discretion, be retained and applied by the Mortgagee, as a prepayment, to the indebtedness and obligations hereby secured, whether or not the same be due, and in the order of priority as the Mortgagee may, in its absolute discretion, elect.

E. In case of loss, damage or destruction by fire or other casualty after foreclosure proceedings have been instituted, the proceeds payable under any policy or policies of insurance shall be applied to the amount due in accordance with any decree or order of foreclosure that may be entered in any such proceedings and the balance, if any, shall be paid as the court may direct, and if prior to the receipt by the Mortgagee of any such proceeds of insurance, the Mortgaged Premises have been sold on foreclosure of the lien and security interests of this Mortgage, then the Mortgagee shall have the right to receive such proceeds to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, and of the costs and disbursements, including without limitation, reasonable attorneys' fees, costs and expenses, incurred or sustained by the Mortgagee in connection with the collection of such proceeds or payment.

## 9. Condemnation.

A. In the event of any taking or condemnation of the Mortgaged Premises, or any part thereof, pursuant to or by reason of eminent domain proceedings, or by purchase under threat or in lieu thereof, or any alteration of the grade of any street or public way, or any other injury to or decrease in the value of the Mortgaged Premises, by any public or quasi-public authority or corporation, the Mortgagor shall give the Mortgagee immediate notice of any actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Mortgaged Premises and shall deliver

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copies of any and all papers served in connection therewith; provided, however, the Mortgagor shall not in any way be relieved from the terms, covenants, conditions and obligations contained in this Mortgage or the Other Loan Documents, including, without limitation, full and final payment performance and discharge of all of the Liabilities and any reduction in the Liabilities resulting from the application by the Mortgagee of any such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt.

B. The proceeds, if any, resulting from any such taking or condemnation shall, at the option of the Mortgagee, in its absolute discretion, be: (i) retained and applied by the Mortgagee, as a prepayment, without premium, to the reduction of the Liabilities, whether or not the same be due, and in any order of priority as the Mortgagee may, in its absolute discretion, elect, with any overplus to the Mortgagor, or (ii) held by the Mortgagee, without interest or other compensation to the Mortgagor, and disbursed to the Mortgagor in reimbursement for the cost incurred by the Mortgagor in connection with the repair, restoration, replacement or rebuilding of any part of the Mortgaged Premises so altered, damaged, or destroyed as a result of any such taking, alteration of grade or other injury, upon such terms and conditions as may be required by the Mortgagee, in its absolute discretion, and the balance of the proceeds, if any, remaining after such reimbursement shall be applied, as a prepayment, without premium, to the reduction of the Liabilities, whether or not the same be due, and in any order of priority the Mortgagee may, in its absolute discretion, elect, with any overplus due the Mortgagor. The Mortgagor shall make, execute, and deliver to the Mortgagee all further assignments and instruments deemed necessary by the Mortgagee to assign the proceeds of any taking or condemnation to the Mortgagee.

C. In case of the occurrence of any of the events set forth in Paragraph 9A hereof after foreclosure proceedings have been instituted, the award or payment shall be applied to the amount due in accordance with any decree or order of foreclosure that may be entered in any such proceeding, and the balance thereof, if any, shall be paid as the court may direct, and if prior to the receipt by the Mortgagee of any such award or payment, the Mortgaged Premises have been sold on foreclosure of this Mortgage, then the Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, and of the costs and disbursements, including without limitation, reasonable attorneys' fees, costs and expenses incurred or sustained by the Mortgagee in connection with the collection of such award or payment.

D. The Mortgagor shall not enter into any contract, agreement or other document for the taking or purchase of the Mortgaged Premises, or any part thereof, with any party authorized to acquire the same in or by condemnation proceedings or by exercise of eminent domain or by purchase under threat or in lieu thereof, unless and until the Mortgagee shall have first consented thereto in writing, and any such purported contract, agreement or other document made without the prior consent of the Mortgagee shall be null and void.

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E. Pursuant to the assignment of such award or payment herein made by the Mortgagor, the Mortgagee is empowered to collect and receive the same and to give proper receipt or acquittance therefor in the name of the Mortgagor, and the same shall be paid forthwith to the Mortgagee for the uses and purposes set forth herein.

10. Indemnity. The Mortgagor hereby indemnifies, protects, saves and holds forever harmless the Mortgagee, its directors, officers, employees, agents and independent contractors, (for the purposes of this Paragraph 10 only, collectively, "indemnitees") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation, court costs and attorneys' fees and expenses, imposed upon, incurred by or asserted against indemnitees, or any of them, as a result of, in connection with or arising from (i) the lien hereby created on the Mortgaged Premises, (ii) the Mortgagor's ownership of the Mortgaged Premises or any interest therein or receipt by the Mortgagor of any rent or other sum therefrom, (iii) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways, provided that the same are not caused by willful or negligent acts or omissions on the part of the Mortgagee, its employees, agents and independent contractors, (iv) any use, nonuse or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways, provided that the same are not caused by willful or negligent acts or omissions on the part of the Mortgagee or its employees, agents and independent contractors, (v) any failure on the part of the Mortgagor to perform or comply with any of the terms, covenants, conditions and provisions of this Mortgage, or (vi) the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Premises or any part thereof. Any amounts payable to indemnitees, or any of them, under this Paragraph 10 which are not paid within three (3) business days after written demand therefor by the Mortgagee shall be so much additional Liabilities and shall bear interest from the date of such demand to the date of receipt by indemnitees of payment at the Default Rate, and the Mortgagee shall, in addition to any other right, power or remedy available to the Mortgagee, have the same rights, powers and remedies in the event of non-payment of any such sum by the Mortgagor as in the case of a default by the Mortgagor in the payment of the Liabilities. The obligations of the Mortgagor under this Paragraph 10 shall survive any termination, release or satisfaction of this Mortgage.

11. Mortgagee's Right of Inspection. The Mortgagee and all persons authorized to act on behalf of the Mortgagee shall have the right to enter and inspect the Mortgaged Premises at all reasonable times and access thereto shall be permitted for that purpose; provided, however, nothing herein contained shall be construed as an obligation on the part of the Mortgagee to make any such entries and inspections.

12. Mortgagor and Lien Not Released.

A. From time to time the Mortgagee may, at the Mortgagee's option, without giving notice to or obtaining the consent of the Mortgagor or the Mortgagor's successors or assigns or the consent of any junior lien hold-

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er, guarantor, licensee, tenant or contract purchaser, without liability on the Mortgagee's part and notwithstanding the occurrence or existence of any Event of Default: (a) release anyone primarily or secondarily liable on any of the indebtedness and obligations; (b) accept a renewal note or notes therefor; (c) release from the lien and security interests of this Mortgage any part of the Mortgaged Premises; (d) take or release other or additional security for the Liabilities; (e) consent to the granting of any easement; (f) join in any extension or subordination agreement; (g) agree in writing with the Mortgagor to modify the rate of interest or period of amortization of the Note or change the time or the amount of payment(s) thereunder; and (h) waive or fail to exercise any right, power or remedy granted by law or herein or in the Note, or any of the Other Loan Documents.

B. Any actions taken by the Mortgagee pursuant to the terms of this Paragraph 12 shall not impair or affect: (a) the obligation of the Mortgagor or the Mortgagor's successors or assigns to pay perform and discharge the Liabilities; (b) the guaranty of any individual or legal entity for payment of the Liabilities or any part thereof; and (c) the lien and security interest of this Mortgage or the priority thereof against the Mortgaged Premises.

C. The Mortgagor shall pay to the Mortgagee a service charge and such title insurance premiums and attorneys' fees as may be incurred by the Mortgagee for any action described in this Paragraph 12 taken at the request of the Mortgagor or Beneficiary.

13. Furnishing of Statements to the Mortgagee. So long as any of the Liabilities remain unpaid and/or unperformed, the Mortgagor shall furnish, or cause to be furnished, to the Mortgagee:

(i) as soon as possible and in any event within three (3) days after the Mortgagor has knowledge of the occurrence or existence of an Event of Default or an incipient event, the statement of the Mortgagor setting forth details of such Event of Default or other event and the action which the Mortgagor proposes to take with respect thereto; and

(ii) promptly after the receipt thereof by the Mortgagor, notice of all actions, suits and proceedings before any court or government department, commission, board, bureau, agency or instrumentality affecting the Mortgaged Premises or the Mortgagor.

14. Filing and Recording Charges and Taxes. The Mortgagor will pay all filing, registration, recording, search and information fees, and all expenses incidental to the execution and acknowledgment of this Mortgage, the Note and the Other Loan Documents and all Federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and the Other Loan Documents and assignments thereof.

15. Business Loan. The Mortgagor represents and warrants to and covenants with the Mortgagee that the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in paragraph 6404 of

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Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said paragraph.

## 16. Stamp Tax; Effect of Changes in Laws Regarding Taxation.

A. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor or the Mortgaged Premises, any tax is due or becomes due in respect of the issuance of the Note, the Mortgagor covenants and agrees to pay such tax in the manner required by any such laws. The Mortgagor further covenants to reimburse the Mortgagee for any sums which the Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

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

17. Events of Default. The Mortgagor hereby covenants and agrees that the occurrence or existence of any one of the following events or conditions shall constitute an event of default under this Mortgage (herein referred to singularly as "Event of Default" and collectively as "Events of Default"):

(a) The Mortgagor shall, regardless of cause or reason, fail to make any payment on account of the Credit and interest thereon, as and when due, in accordance with the terms of the Note;

(b) The Mortgagor shall, regardless of cause or reason, fail to make payment, as and when due, of any other Liabilities;

(c) Any representation or warranty made by the Mortgagor or any other obligor, or their respective agents, in the Note, this Mortgage or any of the Other Loan Documents, or in any other agreement, instrument, certificate or statement contemplated hereby or thereby, or made or delivered pursuant hereto or thereto or in connection herewith or therewith, shall be breached or violated, or prove to be false, misleading or inaccurate, in any material respect;

(d) Any attachment, seizure or levy shall be made upon the Mortgaged Premises, in whole or in part;

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(e) Any security interest, Lien or charge against the Mortgaged Premises, or any part thereof, whether prior to, inferior to, coordinate with or subordinate to the lien and security interest hereby created in favor of the Mortgagee, shall accrue and the Mortgagor shall, regardless of cause or reason, fail to discharge the same within thirty (30) days after the date of such accrual;

(f) The Mortgagor, or any other obligor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer proposing the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be amended, or seeking any reorganization, arrangement, adjustment of debt, liquidation, dissolution or similar relief under the present or any future Federal, state or other bankruptcy act or any other present or future applicable Federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, liquidator or custodian of itself (without the consent or acquiescence of such party) or of all or any substantial part of its properties or of any of the Mortgaged Premises, or shall admit publicly in writing, or otherwise, its inability to pay its debts generally as they become due;

(g) Within thirty (30) days after the commencement of any proceeding against Mortgagor, or any other obligor seeking the entry of an order for relief under Title 11 of the United States Code, as the same may be from time to time amended, or any reorganization, arrangement, composition, adjustment of debt, liquidation, dissolution or similar relief under the present or any future Federal, state or other bankruptcy act or any present or future applicable Federal, state or other statute or law, such proceeding shall not have been dismissed, or within thirty (30) days after the appointment of any trustee, receiver, liquidator or custodian of any of obligors and related parties (without its consent or acquiescence) or of all or any substantial part of its properties or any of the Mortgaged Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated;

(h) There shall be a material adverse change in the financial condition of the Mortgagor;

(i) The Mortgagor shall default under any other instrument or document which, with the consent of the Mortgagee, is hereafter secured by, or creates, a Lien or encumbrance against the Mortgaged Premises;

(j) Any sale, conveyance, assignment, transfer, lease, encumbrance or disposition is made in contravention of the provisions of Paragraph 28 hereof;

(k) The Mortgagor shall, regardless of cause or reason, fail to perform, keep and observe any other covenant, agreement, condition, or provision contained in this Mortgage and such failure shall continue uncorrected for a period of fifteen (15) days; or



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(1) An "event of default" (as such term is therein defined or used) shall occur or exist under, pursuant to or in connection with the Note or any of the Other Loan Documents and not be cured or corrected within any applicable grace or curative period permitted thereunder, if any.

18. Remedies. Upon the occurrence or existence of any Event of Default, then, at the option of the Mortgagee and without further demand or notice of any kind whatsoever to the Mortgagor (demand and notice as to any Event of Default being hereby expressly waived by the Mortgagor, for itself and for and on behalf of all other obligors and related parties, except for such notices as may be provided in Paragraph 17 hereof), the Mortgagee shall, to the fullest extent permitted by law, be entitled to:

(a) collect interest on the balance of the Credit then unpaid under the Note at the Default Rate, from the date of any such Event of Default, until all Events of Default hereunder have been remedied or cured, which interest shall be due and payable upon the demand of the Mortgagee, and if no demand is made, then on the first (1st) day of each and every calendar month thereafter;

(b) declare and make immediately due and payable the entire balance of the Credit then unpaid hereunder, all accrued and unpaid interest thereon and all other liabilities;

(c) foreclose, at law or in equity, the lien of this Mortgage as against all or any part of the Mortgaged Premises, and to have the same sold under order or decree of a court of competent jurisdiction;

(d) exercise all the rights, powers and remedies available under the Uniform Commercial Code of the State of Illinois then in effect as to all "Collateral" (as such term is herein defined), including without limitation, fixtures or goods which are to become fixtures;

(e) enter upon and take possession of the Mortgaged Premises, or any part thereof, by summary proceedings, ejectment or other lawful process, and expel and remove the Mortgagor and all other persons and any and all property therefrom, and hold, operate and manage the Mortgaged Premises, complete any and all construction, repair, restoration and rebuilding then in process, borrow monies for such purposes, and collect and receive all earnings, income, rents, issues and proceeds accruing with respect therefor and lease the Mortgaged Premises, or any part thereof, and after deducting all reasonable attorneys' fees and expenses, all repayments of borrowed monies and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Premises, apply the remaining net income on the Liabilities (whether or not due and in any order of priority, as the Mortgagee may elect), or on any deficiency decree or order entered in any foreclosure proceeding, all without liability to the Mortgagee;

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(f) appropriate and apply on the Liabilities (whether or not due and in any order of priority, as the Mortgagee may, in its sole discretion, elect), any and all accounts, reserves and monies held in the possession of the Mortgagee for the benefit or account of the obligors and related parties, or any of them; and

(g) exercise any and all other rights, powers and remedies provided in this Mortgage, the Note, and the Other Loan Documents, and such other rights, powers and remedies as may be provided at law or in equity.

19. Foreclosure; Expense of Litigation.

A. When the Liabilities, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for the Liabilities, or such part thereof, so due. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Liabilities in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as the Mortgagee may deem necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Mortgaged Premises. All expenditures and expenses of the nature in this Paragraph mentioned and such expenses and fees as may be incurred in the protection of the Mortgaged Premises and the maintenance of the lien and security interest of this Mortgage, including the fees of any attorneys employed by the Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, the Other Loan Documents or the Mortgaged Premises, including probate, appellate and bankruptcy proceedings, or in preparation for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

B. At all times, the Mortgagee shall have the right, but not the obligation to appear in and defend any suit, action or proceeding that might in any way in the sole judgment of the Mortgagee affect the value of the Mortgaged Premises, the priority of this Mortgage or the rights, powers and interests of the Mortgagee hereunder or under the Note, or any of the Other Loan Documents. In addition to and not in derogation, limitation or modification of any and all other rights, powers and remedies of the Mortgagee hereunder, the Mortgagor shall, at all times, indemnify, hold harmless and reimburse the Mortgagee on demand for any and, all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditure, shall be secured by this Mortgage, and shall bear interest after demand at the Default Rate, and such interest shall be secured hereby and shall be due and payable on demand.

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20. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in Paragraph 19 hereof; second, all other items which may under the terms hereof constitute Liabilities additional to that evidenced by the Note, with interest thereon as herein provided; third, all accrued and unpaid paid interest thereon under the Note; fourth, all the Credit then unpaid; and fifth, any overplus to any party or parties entitled thereto as their rights may appear.

21. Appointment of Receiver or Mortgagee-in-Possession. Upon or at any time after the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Mortgaged Premises either before or after foreclosure sale, without notice or the requirement of bond (notice and bond being hereby waived) and without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee or any holder of the Note may be appointed as such receiver or as mortgagee in-possession. Such receiver or the mortgagee-in-possession shall have power to collect the rents, issues and profits of the Mortgaged Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when the Mortgagor, except for the intervention of such receiver or mortgagee-in-possession, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such case, for the protection, possession, control, management and operation of the Mortgaged Premises (including the completion of any construction, repair or restoration) during the whole of said period. The court from time to time may authorize the receiver or mortgagee-in-possession to apply the net income in its hands in payment in whole or in part of: (a) the Liabilities or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other Lien which may be or become superior to the lien and security interest hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (b) the deficiency, in case of a sale and deficiency.

22. Rights Cumulative. Each right, power and remedy conferred upon the Mortgagee by this Mortgage, the Note and the Other Loan Documents is in addition to every other right, power and remedy, express or implied, given now or here after existing, at law and in equity; and upon the occurrence or existence of any Event of Default, each and every such right, power and remedy herein or therein set forth or otherwise so existing may be exercised singly, successively or cumulatively, at any time, and from time to time as often and in such order as may be deemed expedient by the Mortgagee; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

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23. Mortgagee's Performance of Defaulted Acts. In addition to and not in derogation, limitation or modification of any other rights, powers and remedies available to the Mortgagee under this Mortgage or otherwise, if the Mortgagor shall default in the payment, performance or observance of any covenant, agreement, condition or obligation by the Mortgagor to be paid, performed or observed under this Mortgage, then the Mortgagee may, but need not and shall not be deemed obligated to, make any payment or perform any act herein required of the Mortgagor in any form and manner the Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any Lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Mortgaged Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and expenses, and any other monies advanced by the Mortgagee in regard to any tax referred to in subparagraphs 16A or 16B or to protect the Mortgaged Premises or the lien and security interest hereof, shall be so much additional Liabilities, and shall become immediately due and payable without notice and with interest thereon at the Default Rate. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Event of Default.

24. Release Upon Payment and Discharge of the Mortgagor's Obligations. The Mortgagee shall release this Mortgage and the lien and security interest hereof by proper instrument upon full and final payment and discharge of all of the Liabilities.

25. Waiver of Defense. No act on for the enforcement of the lien and security interests created by this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

26. Waiver of Statutory Rights. The Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien and security interest of this Mortgage, but hereby waives the benefit of such laws. The Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien and security interest hereof and agrees that any court having jurisdiction to foreclose such lien and security interest may order the Mortgaged Premises sold as an entirety. THE MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SAME UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THE LIEN OF THIS MORTGAGE ON BEHALF OF THE MORTGAGOR AND EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR IN ITS REPRESENTATIVE CAPACITY ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. THE MORTGAGOR REPRESENTS AND WARRANTS THAT THE MORTGAGOR HAS BEEN AND IS AUTHORIZED AND EMPOWERED TO MAKE THE FOREGOING WAIVER.

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## 27. Security Agreement and Financing Statement.

A. The Mortgagor and the Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of Illinois with respect to any property included in the definition herein of the word "Mortgaged Premises," which property may not be deemed to form a part of the Real Estate or may not constitute a "fixture", (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); (ii) that Mortgagor hereby grants to Mortgagee a security interest in and to the Collateral; and (iii) that all of the Mortgagor's right, title and interest in the Collateral are hereby assigned to the Mortgagee; all to secure the payment, performance and discharge of the indebtedness and obligations.

B. Upon the occurrence of an Event of Default, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the interests in the real property and Collateral in accordance with its rights, powers and remedies with respect to the interests in the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the interests in the real property, five (5) days notice of the sale of the Collateral shall be reasonable notice. The expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, attorneys' fees and expenses incurred by the Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Mortgaged Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, the Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Mortgaged Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value, utility and quality to the initial value, utility and quality of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority until the indebtedness and obligations are fully paid, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee, at the cost of the Mortgagor, (i) such further financing statements and security documents and assurances as the Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law, and (ii) an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents with and to the Mortgagee that except for the Permitted Exceptions and the security interests in favor of the Mortgagee, all of the Collateral now is, and all replacements thereof, substitutions therefor and additions thereto, unless the Mortgagee otherwise

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consents, shall be free and clear of all liens, encumbrances, title retention devices and security interests of others until the Liabilities are fully paid and performed.

C. If the Collateral is sold in connection with a sale of the Mortgaged Premises, the Mortgagor shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agrees to assume the Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain the Mortgagee's perfected security interest in the Collateral.

## 28. Due on Sale or Further Encumbrance Clause.

A. The Mortgagor agrees that the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer and therefore an Event of Default hereunder:

(i) any sale, conveyance, assignment, transfer, lease, further encumbrance or other disposition of, or the grant of a security interest in, all or any part of (a) the Mortgaged Premises or (b) the beneficial interest in or the power of direction under the Trust Agreement;

(ii) any mortgage lien or other Lien, inferior, coordinate or superior to the lien and security interest created hereby or by the Other Loan Documents, whether voluntary or involuntary, permitted or filed against the Mortgaged Premises, except for the Lien of general real estate taxes not yet due and payable.

B. Any consent by the Mortgagee, or any waiver of an Event of Default, under this Paragraph shall not constitute a consent to or waiver of any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this Paragraph.

## 29. Other Loan Documents, Loan and Incorporation of Documents.

A. It is acknowledged and agreed that The Credit and all other Liabilities are, in addition to this Mortgage, secured by certain security documents and instruments set forth on Exhibit C attached to and made a part of this Mortgage, which security documents and instruments, together with all extensions and renewals of the Note and all other documents and instruments heretofore, now or hereafter given to evidence, secure or guarantee the payment of, or made in connection with the negotiation, origination and extension of, given to perfect or continue the lien or security interest thereby created to secure, the Liabilities, are herein collectively referred to as the "Other Loan Documents".

B. The Mortgagor covenants and agrees with Mortgagee that all the terms, covenants, conditions, representations, warranties, obligations and provisions of the Note, and all the Other Loan Documents are, by this reference, adopted and incorporated into this Mortgage to the same full extent and with the same binding force and effect as if all such terms, covenants, conditions, representations, warranties, obligations and provisions were herein stated in full, and that the Mortgagor will perform, keep and observe, or

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

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cause to be performed, kept and observed, all the terms, covenants, conditions, representations, warranties, obligations and provisions of the Note, and all the Other Loan Documents, it being the express intent that each of this Mortgage, the Note and all the Other Loan Documents complement and supplement the others to the extent necessary or required to protect, preserve and confirm the rights, powers and remedies of the Mortgagee in respect of the Liabilities.

C. The Mortgagor hereby agrees that the Mortgaged Premises, regardless of which persons or entities constituting the Mortgagor is the owner thereof, constitutes equal security with all of the security and collateral set forth in this Mortgage, the Note and all the Other Loan Documents, for the payment of the Liabilities, and none of the Mortgaged Premises or said security and collateral shall be deemed to have preference or priority over the other, and upon the occurrence or existence of an Event of Default, the Mortgagee may realize upon, and enforce its rights, powers and remedies against, the Mortgaged Premises or said security and collateral, in whole or in part or parts, at such time or times and in such order as the Mortgagee may, in its sole discretion, elect.

## 30. Deposits.

A. In addition to the payments required by this Mortgage, the Note and all the Other Loan Documents and as further security for the payment, performance and observance by the Mortgagor of the Liabilities secured hereby, the Mortgage may require the Mortgagor to make monthly deposits with the Mortgagee, or its designee, in an amount estimated and computed by the Mortgagee, or its designee, as hereinafter provided, to be equal to one-twelfth (1/12) of the annual general real estate taxes, to the extent general real estate taxes are due and payable, and assessments and hazard, liability and other insurance premiums (which taxes, if any, assessments and insurance premiums are herein referred to as the "Impositions") which deposits (1) shall, thereafter, be due and payable until the Liabilities have been fully and finally paid and performed, (2) shall be held without interest in an account under the control of the Mortgagee, and (3) shall be held and applied, but only from and to the extent thereof, by the Mortgagee or its designee, as an accommodation to the Mortgagor, only so long as (i) an incipient event or an Event of Default shall not then have occurred or be existing, and (ii) the Mortgagor shall present to the Mortgagee, or its designee, the bills or invoices therefor, at least ten (10) days prior to the due date of such Impositions, to permit the payment of such Impositions before any fine, penalty, interest or cost is added thereto for nonpayment thereof.

B. Said deposits shall be estimated and computed by the Mortgagee, or its designee, on the basis that the Mortgagee shall have on deposit, at least thirty (30) days prior to the last day on which each of such Impositions may be paid before any fine, penalty, interest or cost is added thereto for the nonpayment thereof, an amount sufficient to pay the Impositions and if the amount on deposit shall be insufficient to pay such Impositions when due, then the Mortgagor shall, upon demand of the Mortgagee, forthwith pay or cause to be paid to the Mortgagee the amount necessary to correct the deficiency.

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C. Upon the occurrence or existence of an Event of Default, the Mortgagee may, at its option, without being required to do so, apply all, or any part, of the deposits made pursuant to this Paragraph 30 to pay or discharge the Liabilities in such manner and in such order of priority as the Mortgagee may, in its sole discretion, elect.

D. If, in accordance with the terms of the Note, the Mortgagor shall first make full and final payment of the Liabilities, then the Mortgagee will deliver to the Mortgagor the deposits then accumulated under the provisions of this Paragraph 30.

E. Subject to the provisions of paragraph 6 hereof, nothing in this Paragraph 30 shall be construed as in anywise limiting the right of the Mortgagee, at its option, to pay any of the Impositions when due. The provisions of Paragraphs 5 and 7 hereof, and the obligations of the Mortgagor thereunder, relating to Impositions shall not be affected, except to the extent that the obligations thereunder have been actually met by compliance with this Paragraph 30.

F. The existence of such deposits shall not at any time impose upon the Mortgagee or subject the Mortgagee to any obligation or responsibility for (i) the protesting or contesting, in any manner, the Impositions, (ii) the payment of any bill(s) or invoice(s) for Impositions, except upon presentation of bill(s) and invoice(s), and then only from and to the extent of the amounts deposited pursuant to this Paragraph 30, or (iii) the payment of any Impositions, or any part thereof, after the occurrence or existence of an incipient event or an Event of Default and so long as all incipient events or Events of Default shall remain unremedied or uncured; any and all such obligations and responsibilities being hereby expressly waived by the Mortgagor for themselves and for and on behalf of any and all person(s) hereafter claiming or to claim by, through or under the Mortgagor.

31. Miscellaneous. It is further understood and agreed by the Mortgagor that:

A. Notices. All notices, demands and other communications required or desired to be given hereunder shall be in writing signed by mortgagee or Mortgagor, or their respective authorized agents or attorneys, as the case may be, and shall be deemed to have been properly given if (i) served in person, (ii) if mailed by United States registered or certified mail, full postage prepaid, return receipt requested, (iii) if sent by Western Union Telegram or (iv) if sent by special courier (Federal Express or like service), addressed as follows:

If to Mortgagee:	American National Bank and Trust Company of Chicago 33 North La Salle Street Chicago, Illinois 60690 Attn: Patrick Hickey
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With a copy to  
Mortgagee's Counsel: Burke, Griffin, Chomicz & Wienke, P.C.  
Suite 1000  
303 East Wacker Drive  
Chicago, Illinois 60601  
Attn: Michael E. Flannery, Esq.

If to Mortgagor: Amalgamated Trust and Savings Bank  
as Trustee under Trust No. 3798  
One West Monroe Street  
Chicago, Illinois 60603  
Attn: Land Trust Department

With a copy to  
Mortgagor's  
Beneficiary: 1650 West Chicago Avenue  
Partnership c/o  
Landau and Heyman, Inc.  
150 North Wacker Drive, Suite 900  
Chicago, Illinois 60606  
Attn: Martin Levy

or to such other address in the United States of America as may from time to time be designated by the party to be addressed by notice to the other in the manner hereinabove provided. Any such notice, demand or other communication mailed as provided in this subparagraph shall be deemed to have been given and received on the earlier of (i) the date of actual receipt of such notice, demand or other communication, (ii) the third (3rd) business day following the date of mailing by U.S. registered or certified mail of such notice, demand or other communication, (iii) date of actual delivery of such demand, notice or other communication, in the form of a telegram, by Western Union, or (iv) date of actual delivery of such demand, notice or other communication by special courier (Federal Express or the like). If any demand, notice or other communication is given or received by more than one of the foregoing methods on different dates, such demand, notice or other communication shall be deemed given or received on the earlier of such dates. The delivery or receipt by other parties of copies of any demand, notice or other communication hereunder is merely an accommodation and is not necessary or required to make effective the giving or receipt by Mortgagee or Mortgagor of any demand, notice or other communication.

B. Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on Page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Mortgaged Premises and all persons claiming under or through the Mortgagor, but the privileges and benefits herein accruing to the Mortgagor shall extend and inure only to such grantees, successors and assigns of the Mortgagor and owners of the Mortgaged Premises as may be permitted pursuant to Paragraph 28 hereof, and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the Liabilities, or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

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C. Release of Previous Holder. The word "Mortgagee" when used here in shall include the successors and assigns of the original Mortgagee named on Page 1 hereof, and the holder or holders, from time to time, of the Note. However, whenever the Note is sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of the Mortgagee hereunder thereafter to be performed, provided that any monies then held by the seller of the Note in which the Mortgagor has an interest are paid to the purchaser of the Note.

D. Severability and Applicable Law. In the event that one or more of the provisions contained in this Mortgage, the Note or any of the Other Loan Documents shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of the document containing such invalid, illegal or unenforceable provision(s) or any of the other documents evidencing, securing or relating to the Liabilities and the document containing such invalid, illegal or unenforceable provision(s), shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein or therein. The validity and interpretation of this Mortgage, the Note and the Other Loan Documents are intended to be, and shall be, construed in accordance with and governed by the laws of the State of Illinois.

E. Governmental Compliance. The Mortgagor shall not by act or omission permit any lands or improvements not subject to the lien and security interest of this Mortgage to include the Mortgaged Premises or any part thereof in fulfillment of any governmental requirement, and the Mortgagor hereby assigns to the Mortgagee any and all rights to give consent for all or any portion of the Mortgaged Premises to be so used. Similarly, no lands or improvements comprising the Mortgaged Premises shall be included with any lands or improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirement. The Mortgagor shall not by act or omission impair the integrity of the Mortgaged Premises as a single zoning lot or tax parcel separate and apart from all other premises. Any act or omission by the Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

F. Estoppel Certificate. The Mortgagor agrees to furnish, from time to time, within ten (10) days after mailing of a written request by the Mortgagee, a signed statement setting forth the amount of the Liabilities and whether or not any default, offset or defense then is alleged to exist against the Liabilities and, if so, specifying the nature thereof and such other information in respect of the Liabilities and the Mortgaged Premises, this Mortgage, the Note and the Other Loan Documents as may be required by the Mortgagee.

G. Non-Joiner of Tenant. After an Event of Default, the Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Mortgaged Premises. The failure to join any tenant or tenants of the Mortgaged Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by the

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Mortgagor as a defense in any civil action instituted to collect the Liabilities, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

H. Lien for Loan Commissions, Service Charges and the Like. So long as the original Mortgagee named on Page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the Credit have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby.

I. Use of Other Remedies. The Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and to sue for any sums, whether interest, damages for, failure to pay the Liabilities or any part thereof, taxes, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the Liabilities, interest thereon or any other sums included in, or evidenced and/or secured by the Note, this Mortgage and the Other Loan Documents shall be due and without prejudice to the right of the Mortgagee thereafter to enforce an appropriate right or remedy against the Mortgagor existing at the time such earlier action was commenced.

J. Sale of Mortgaged Premises in Whole or in Part. In case of any sale under or pursuant to this Mortgage, by virtue of judicial proceedings or otherwise, the Mortgaged Premises may be sold in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee, in its sole discretion, may elect.

K. Subrogation to Prior Encumbrances. The Mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid or satisfied, in whole or in part, out of the proceeds advanced pursuant to the Note and secured by this Mortgage and the Other Loan Documents.

L. Additional Assurances. The Mortgagor agrees that upon the request of the Mortgagee from time to time, the Mortgagor will execute, acknowledge and deliver all such additional instruments and documents, and further assurances of title, and will do or cause to be done all such further or additional acts or things as may be reasonably necessary or required to effectuate fully the intent and purpose of this Mortgage and to preserve, perfect, protect and secure the Liabilities.

M. Amendments. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, or of the Liabilities secured hereby shall be valid unless the same shall be in writing, and signed by the party to be bound thereby.

N. Recitals. The recitals to this Mortgage are hereby incorporated into and made a part of this Mortgage, and shall be deemed covenants and representations binding upon the Mortgagor.

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O. Mortgagee Consent. Whenever the consent or approval of the Mortgagee is required under this Mortgage, the Mortgagee has the right, in its absolute discretion, to withhold, or refuse to grant, such consent or approval.

P. Covenants Running With Land. All the covenants hereof shall run with the land.

Q. Paragraph Headings. The paragraph and subparagraph headings of this Mortgage are for convenience only and are not intended to alter, limit or enlarge in any way the scope or meaning of the language hereof.

R. Continuing Force of Representations and Covenants. The representations and covenants made by the Mortgagor under this Mortgage are, and shall be deemed to be, of continuing force and effect until all of the Liabilities have been fully paid, discharged and performed.

32. Exculpation. This Mortgage is executed by the Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument and to waive all rights of redemption and other rights as provided in paragraph 26 hereof), and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any of the Liabilities, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor personally is concerned, the Mortgagee and the holders and owners of any of the Liabilities shall look for the payment and enforcement thereof to the Property and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

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

MORTGAGOR:

AMALGAMATED TRUST AND SAVINGS BANK  
not personally, but solely as Trustee  
under Trust Agreement dated January 26  
1979, and known as Trust No. 3798

See attached Rider for  
signature of Trustee

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_ Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_ President

[Corporate Seal]



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STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ President of the AMALGAMATED TRUST AND SAVINGS BANK, an Illinois chartered bank, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said bank, and personally known to me to be the same persons whose names are subscribed to before me this day in person and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument and caused the corporate seal of said banking corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 1986.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

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## EXHIBIT A

### THE MORTGAGED PREMISES

THE WEST 48 FEET OF LOT 3 AND THE EAST 1/2 OF LOT 2 IN BLOCK 23 IN JOHNSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1650 West Chicago Avenue, Chicago, IL

PIN: 17-06-439-019-0000

*SB AL*

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. GENERAL REAL ESTATE TAXES FOR THE YEAR 1986.
2. PROCEEDINGS PENDING IN CASE NUMBER 78 MI 65653; CITY OF CHICAGO VS. MORT POZEN ET. AL., RELATIVE THERETO WE NOTE: COMPLAINT WAS FILED ON DECEMBER 29, 1978.
3. PROCEEDINGS PENDING IN CASE NUMBER 78 MI 65654; CITY OF CHICAGO VS. MORT POZEN ET. AL., RELATIVE THERETO WE NOTE: COMPLAINT WAS FILED ON DECEMBER 29, 1978.
4. RIGHTS OF THE PUBLIC, THE MUNICIPALITY, AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USE FOR CHICAGO AVENUE.
5. ENCROACHMENT OF ONE STORY BRICK BUILDING LOCATED MAINLY ON SUBJECT LAND ONTO LAND EAST OF AND ADJOINING A DISTANCE OF .31 FEET.
6. ENCROACHMENT OF TWO STORY BRICK BUILDING LOCATED MAINLY ON SUBJECT LAND ONTO LAND EAST AND ADJOINING A DISTANCE OF 0.24 FEET.
7. ENCROACHMENT OF TWO STORY BRICK BURNED DOWN BUILDING LOCATED MAINLY ON SUBJECT LAND ONTO LAND SOUTH OF AND ADJOINING A DISTANCE OF .08 FEET.
8. ENCROACHMENT OF METAL BAY WINDOW LOCATED MAINLY ON LAND WEST OF AND ADJOINING OVER AND ONTO SUBJECT LAND A DISTANCE OF 0.4 FEET MORE OR LESS.
10. ENCROACHMENT OF ONE STORY BRICK BUILDING LOCATED MAINLY ON LAND WEST OF AND ADJOINING OVER AND ONTO SUBJECT LAND A DISTANCE OF 0.33 FEET MORE OR LESS.

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## EXHIBIT C

### OTHER LOAN DOCUMENTS

1. Security Agreement and Security Assignment under Land Trust dated October 31, 1986 made by Beneficiary regarding the Beneficial Interest in the Trust Agreement.
2. Guaranties, dated October 31, 1986 made by Howard Landau, Herbert Heyman Jay Heyman and Martin Levy in favor of Mortgagee Guaranteeing the payment of the liabilities.
3. UCC Financing Statement (Form 1) with Beneficiary as debtor, and Mortgagee, as secured party regarding the property described in the Security Agreement and Security Assignment under Land Trust.

Any term herein used but not defined shall have the same meaning as assigned to such term in the instrument to which the Exhibit is attached.

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Rider attached to Mortgage, Security Agreement & Financing Statement  
Dated: October 31, 1986

This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST & SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST & SAVINGS BANK,  
not individually, but as Trustee  
under Trust No. 3798

By: Edward C. Sweigard  
Vice President.

ATTEST:

B.P. Helms  
Assistant Secretary

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

I, Edward C. Sweigard, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward C. Sweigard Vice President of AMALGAMATED TRUST & SAVINGS BANK, and B.P. Helms Assistant Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under by hand and Notarial Seal

This 31 day of November, 1986

Barbara Jean Seiler  
Notary Public

MY COMMISSION EXPIRES: \_\_\_\_\_

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