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COOK COUNTY, ILLINOIS
FILED & INDEXED

Loan No.

1986 DEC -2 PM 3:06

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MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made as of October 16, 1986, by

Initials:

- , not personally, but as Trustee under Trust Agreement dated , 19 and known as Trust No. ,
 and ,
 , an Illinois corporation,
 , a limited partnership,
 ,
d/b/a , a general partnership or joint venture.

("Mortgagor") whose mailing address is 718-32 Main Street, Evanston, Illinois 60202

in favor of First Illinois Bank of Evanston, N.A. ("Mortgagee"), whose mailing address is 800 Davis, Evanston, Illinois 60204.

Mortgagor or , is justly indebted to the Mortgagee in the principal sum of Five Hundred Ten Thousand Dollars (\$.....,510,000.00) evidenced by a certain PROMISSORY NOTE of even date herewith ("Note"), made payable to the order of and delivered to the Mortgagee, whereof the obligor promises to pay the Note, late charges, prepayment premiums and interest at the rate or rates, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on November 1, 2006, 19..... All such payments on account of the indebtedness secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal.

Mortgagor, in order to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage and of the Note, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter-acquired estate right, title and interest therein, situated, lying and being in the County of COOK and State of ILLINOIS to wit:

This instrument Prepared By: Michael D. Stromberg

and Shall be Returned to: First Illinois Bank of Evanston, N.A.
Attn: Michael D. Stromberg,
800 Davis
Evanston, Illinois 60204

BOX 888-HV

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PLB-1195-1/A4

GIVEN under my hand and notary seal this 4th day of October, 1988.

(he/she/they) free and voluntary act, for the uses and purposes and in the capacity (if any) herein set forth,

before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument a

personally known to me to be the same person(s) (s)he (they) subscribed to the foregoing instrument, appeared

and John A. M. Sartore

the said County, in the State aforesaid, do hereby certify that John A. M. Sartore

a Notary Public in and for said realting in

I, John A. M. Sartore

COUNTY OF C.R.A.C. } ss.

{

ss.

STATE OF ILLINOIS }

INDIVIDUALS:

By: John A. M. Sartore

(Name) (State)

an individual

Vogue Fabrics, Inc., corporation

CORPORATION:

By: John A. M. Sartore

(Name) (State)

Trust No. 19, and known as

as Trustee under Agreement dated

ATTEST:

LAND TRUST:

By: John A. M. Sartore

(Name) (State)

a joint venture

(name of partnership or joint venture)

(state) (limited/general)

PARTNERSHIP/JOINT VENTURE:

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

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SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A"

Commonly known as 618 Hartrey Street and 732 Main Street, Evanston, Illinois
which, with the property hereinafter described, is collectively referred to herein as the "Premises."

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all fixtures, apparatus, equipment and articles (other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises 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 casualty insurance proceeds or eminent domain award; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mortgagor set forth in the Paragraph below; (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such subsequent lien to be permitted hereunder) and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagor; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no alterations in the Premises without Mortgagor's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagor's prior written consent; (i) 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 Premises or contracted for in connection with any present or future use of the Premises; and (k) pay each item of Indebtedness secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Paragraph and elsewhere in this Mortgage, the term "Indebtedness" means and includes the unpaid principal sum evidenced by the Note, together with all interest, additional interest, late charges and prepayment premiums thereon, and all other sums at any time secured by this Mortgage. **IN EXCESS OF \$50,000* *M.D.S.*

Anything in (c) and (d) above to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such lien, Mortgagor shall have notified Mortgagor in writing of Mortgagor's intention to contest such lien; and (iii) that Mortgagor shall have deposited with Mortgagor, a sum of money which shall be sufficient in the judgment of Mortgagor to pay in full such lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagor, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagor will pay as provided below or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagor may, at its option, apply the money so deposited in payment of or on account of such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagor a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagor shall, upon the final disposition of such contest, apply the money so deposited in full payment of such lien or that part thereof then unpaid (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagor of the amount of payment to be made.

2. PAYMENT OF TAXES. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatever when due, and shall, upon written request, furnish to Mortgagor duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law.

3. TAX DEPOSITS. Mortgagor shall deposit with the Mortgagor, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagor), a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the Mortgagor's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagor, divided by the number of months to elapse before two months prior to the date when such taxes and assessments will first become due and payable. Such deposits are to be held without any allowance or payment of interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand therefor from the Mortgagor, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposit. Said deposits need not be kept separate and apart from any other funds of the Mortgagor.

Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagor the full amount of any such deficiency.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

4a. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined below) and unless waived by Mortgagor in writing, Mortgagor shall deposit with the Mortgagor, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagor), a sum equal to the Mortgagor's estimate of the premiums that will next become due and payable on such policies reduced by the amount, if any, then on deposit with the Mortgagor, divided by the number of months to elapse before two (2) months prior to the date when such premiums become due and payable. No interest shall be allowed or paid to Mortgagor on account of any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the Mortgagor.

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Any course of action by the Mortgagor, or any waiver of an event of default, under this Paragraph shall not constitute a waiver of any right, remedy or power of the Mortgagor upon a subsequent event of default under this Paragraph.

(d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling any such Partnership.

(c) Any trust, conveyance, assignment, or other transfer of, or interest in a security interest in, any partnership interest or the beneficial interest

corporation) directly controlling such beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor, or of any corporation of the corporation which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor.

(a) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the premises or the beneficial interest of power of direction under the instrument with the Mortgagor, called "controlling shares,"

luminous the necessity of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted

of ubiquitous mobile computing devices, particularly (if appropriate) and after a sufficient number of users have adopted them, it is a reasonable assumption that any user can be reached via their mobile device.

In accordance with the foregoing and for the purpose of (i) protecting the trade secrets, goodwill, both of repute and of value of the Plaintiff; (ii) preventing Plaintiff from suffering irreparable damage by reason of the acts of the Defendants; and (iii) affording Plaintiff such other relief as may be appropriate under the circumstances.

(c) would detract from the value of the Premises should Mortgagor - who into possession thereof with the intention of selling same; and (d) Impair

beneficial interests of beneficiaries in Mortgagor (2) may differ; funds which would otherwise be used to pay the Note could result in beneficial interests of beneficiaries by any such transfer or assignment.

Mortgagee is entitled to submit to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan the security for which is purchased by a party other than the original Mortgagee and/or its beneficiary if

and continues to rely upon same at the present time. A copy of the original loan agreement also evidences the background and circumstances of the original loan.

29. DUE ON SALE OR PURCHASE BY CHIRMANCE CLUBAU. In determining whether or not to make the loan secured hereby, Motor Vehicle Credit Corporation, Inc., Chairmance Clubau, Inc., and Motorcar, Inc., jointly or severally, (if applicable), (and the same to be accessible by such corporation, inc., chairmance clubau, inc., and motorcar, inc., jointly or severally, if applicable), (and the same to be accessible by such corporation, inc., chairmance clubau, inc., and motorcar, inc., jointly or severally, if applicable),

inferred by the Absorber in connection with the loan transaction intended to be used hereby, all in accordance with the application or, and loan contracts entered into and accepted by, one or more of MORGAGERS of Absorber's beneficiaries in connection with said loan, if applicable.

32. LENDER FOR LOAN - A. AMERICAN SWITZERLAND CHARTERED AND TRUST COMPANY, SO LONG AS IN THE ORIGINAL MORTGAGE AGREEMENT NAMED ON PAGE 1 HEREOF; B. THE OWNER OF THE NOTE, AND C. THE DEBTOR OR WHETHER ANY PROCEEDS OF THE LOAN WITHHELD BY THE NOTE HAVE BEEN DISTRIBUTED, THIS MORTGAGE ALSO BECOMES THE

Individuals with schizophrenia and their family members are often unable to maintain medication adherence, which may result in hospitalizations and other negative outcomes.

If the Colleagues are in concurrence with a vote of the President, Major General shall notify the Major General prior to such date and shall require a condition of such a letter that the President personally agrees to assume Major General's obligation to the Secretary Interim before it can be executed.

relative records of the proper officer, shall constitute a "fictitious filing," within the meaning of Sections 9-513 and 9-402 of the Code; and (iii) Mortgagee or a record owner of the land described in Exhibit "A."

The Minister of Justice and Attorney General, to the extent permitted by law, shall (i) all of the goods described within the definition of the word

Collateral in receivable detail. The Masteragger consumer loans and representations that all collateral now is, and that all replacement amounts thereof, subordinations thereafter or additional, together, unless the Masteragger otherwise written, will be free and clear of all encumbrances, title, reorganization devices and security

Under the circumstances, it would be reasonable to conclude that the defendant's conduct was negligent, but that he did not commit a criminal offense.

However, dual units that use memory interleaving or the *slot-line* scheme will be preferred and faster in priority, if bonding expandability underload and degraded link all requirements, upgradability and addititonal I/O slots shall be added because immediately update to the security interest of this Migrating and

shall be permitted to sell or otherwise dispose of the Collateral when undivided, whereupon, notwithstanding, unless specifically otherwise provided, the Collateral shall remain undivided and shall be entitled to all of the benefits of the Permitted Subsidiaries, but only upon replacement of the name of such entity for the name of the Subsidiary for the benefit of the Lender and its successors and assigns in accordance with the terms of the Agreement.

In the event of a default under this Note, the Lender may, pursuant to the appropriate provisions of the Code, file a complaint in the appropriate court to proceed with the enforcement of the Lender's rights under this Note.

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4. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS; SECURITY INTEREST. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time of deposit pursuant to Paragraphs 3 and 3a hereof on any of Mortgagor's obligations contained herein or in the Note, in such order and manner as the Mortgagee may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises as the same appear on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee in and to all monies at any time on deposit pursuant to Paragraphs 3 and 3a hereof and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all as additional security for the Indebtedness hereunder and shall, in the absence of default hereunder, be applied by the Mortgagee for the purposes for which made hereunder and shall be subject to the direction or control of the Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have furnished Mortgagee with the bills therefor and requested Mortgagee in writing to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes or assessments or insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

5. INSURANCE. Mortgagor shall keep all buildings and improvements and the Collateral (defined in Paragraph 27 below) now or hereafter situated on said Premises insured against loss or damage by fire on a so-called "All Risks" basis and against such other hazards as may reasonably be required by Mortgagee, including without limitation of the generality of the foregoing: (a) (X) flood insurance whenever same is available and, in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide insurance coverages with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgage clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all original policies, including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration. *M.S.A.*

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 Mortgagee is included thereon under a standard non-contributory mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be.

Within ninety (90) days following the end of each fiscal year of Mortgage, at the request of the Mortgagor, Mortgagor agrees to furnish evidence of replacement cost, without cost to the Mortgagor, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building(s) and other improvements on the Premises.

6. ADJUSTMENT OF LOSSES WITH INSURER, AND APPLICATION OF PROCEEDS OF INSURANCE. In case of the loss or damage by fire or other casualty, Mortgagor is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagor is authorized to collect and receipt for any such insurance monies. So long as: (a) each lease applicable to the Premises is in full force and effect and each tenant thereunder is not in default and such loss or damage shall not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to terminate or cancel its lease; (b) no insured denies liability as to any insured or claims any right of participation in any of the Mortgagor's security; and (c) this Mortgage is not in default, then such insurance proceeds, after deducting therefrom any expense incurred by Mortgagor in the collection thereof, shall be made available by the Mortgagor for the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In all other cases, such insurance proceeds may, at the option of the Mortgagor, be: (a) applied in reduction of the Indebtedness, whether due or not; or (b) held by the Mortgagor and used to reimburse Mortgagor (or any lessee) for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In any event, the building(s) and other improvement(s) shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the insurance proceeds are made available for repair, rebuilding or restoration, such proceeds shall be disbursed upon the "Disbursing Party" (hereinafter defined) being furnished with satisfactory evidence of the cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payment so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety per cent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), then the Mortgagor must approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, shall, at the option of the Mortgagor, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagor. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party. *Subject to the approval of the Mortgagor, such approval not to be unreasonably withheld M

As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagor and/or to any life insurance company selected by the Mortgagor.

7. STAMP TAX; EFFECT OF CHANGES IN LAWS REGARDING TAXATION. If, by the laws of the United States or America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect to the Note or this Mortgage, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagor for any sums which Mortgagor may expend by reason of the imposition of any tax on the issuance of the Note.

In the event of the enactment of any law of the state in which the Premises are located imposing upon the Mortgagor the payment of the whole or any part of taxes, assessments or charges on the lien of this Mortgage, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagor's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagor, shall pay such taxes or assessments or reimburse the Mortgagor therefor; provided, however, that if in the opinion of counsel for the Mortgagor: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagor may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

8. OBSERVANCE OF LEASE ASSIGNMENT. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Mortgagor and its beneficiary or beneficiaries do hereby assign to the Mortgaggee all of their rights, title and interest as landlords in and to the present leases and all future leases of the Premises. All leases of the Premises are subject to the approval of the Mortgaggee as to form, content and tenants.

Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagor's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness in favor of Mortgagor; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.

Mortgagor shall not and the beneficiary of Mortgagor, if any, shall not enter into or permit to be entered into any management contract, assignment or sublease of any lease, license or concession pertaining to the Premises without the prior written approval of Mortgagee having first been obtained and following such approval shall not amend or modify the same without further written approval of Mortgagor.

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For example, there are rights that must not be violated after a conviction or a sentence in any civil action instituted to collect the damages received by the plaintiff.

Independent variables and, if so, specifying the nature thereof.

28.4. **Liquor Control Act.** Morgan, within fifteen (15) days after mailing of a written request by the AGREE, agrees to furnish from time to time to the

Include in the Premises for any period thereafter in fulfillment of any agreement to remit or mitigate to the lessor the cost of maintenance and repair of any portion of the Premises not by reason of damage, wear and tear, or ordinary wear and tear, or damage caused by the lessee.

26.2. **Interpretation and Application of Law.** In the event of any conflict between the provisions contained in this Note and those of any other instrument or document, the provisions of this Note shall prevail.

35.1. **REVIEW OF PUBLISHED WORKS.** The word "published" means under circumstances which include the circulation of the original manuscript or

that the proceeds of the loan secured by this Note will be used for the purposes specified in Paragraph 17 of the 1981 Illinois Revised Statutes, and that the principal obligation hereby constitutes a "business loan," which comes within the purview and operation of said paragraph.

regarding or regarding any of the Note, this Note, its other documents concerning the Note and all assignments thereto.

F.S.M. VERSITY INSTITUTE OF TECHNOLOGY

Digitized by srujanika@gmail.com

...and the other side of the world.

11. **Depository of Securities** from time to time to keep and maintain, books and records of securities of accounts in which all, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of accounts shall, at reasonable times and on reasonable notice,

12. **Lease and Maintenance** in accordance with General accepted accounting principles generally applied.

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Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorney to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest, as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attorney.

Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagor pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents or Leases executed pursuant to this Paragraph 8, or otherwise, shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

9. MORTGAGOR AND LIEN NOT RELEASED. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, its beneficiary, or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagee's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes of the Note; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises or Declaration of Condominium as to the Premises (in whole or in part); (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees (including in-house staff) as may be incurred by Mortgagee for any action described in this Paragraph 9 taken at the request of Mortgagor or its beneficiary or beneficiaries.

10. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner 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 tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to protecting the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Intention of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

11. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any computer or billing service, bill, statement or estimate procured from the appropriate public office or title company 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 settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

12. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT. If: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof; or (b) the Mortgagor or any beneficiary thereof or any guarantor of the Note shall file (i) a petition for liquidation, reorganization or adjustment of debt under Title 11 of the United States Code (11 U.S.C. §§ 101 et seq.) or any similar law state or federal, whether now or hereafter existing, or (ii) any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ~~XXXXX~~ days, as hereinafter provided; or (c) any order for relief of the Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ~~XXXXX~~ days; or (d) the Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (e) default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor or its beneficiary; (f) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in the Note or any guarantor thereof or in any other instrument given at any time to secure the payment of the Note; then and in any such event, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth herein, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

*and Mortgagor shall fail to cure the same within 10 days after notice

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32. **WAIVER OF DEFENSE.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interpreting same in an action at law upon the Notes.

hereof or at such other place as any party hereto may by notice in writing designate as a place of service of notice, shall constitute service of notice hereof, by certified mail addressed to the most recent address of the party to whom the notice is directed, as the case may be, or the respective addresses set forth on the first page

19. RELEASABLE UPON PAYMENT AND DISCHARGE OF MORTGAGE OR DEBTORS. Mortgagor shall release (in whole or partially) this instrument upon payment and discharge of all indebtedness (or applicable speeded portion) due thereby (including any prepayment charges and late charges provided for in the Note) and upon payment of a reasonable fee in its absolute discretion. (\$50.00)

reimbursements or reparation. Any surplus which remains out of said award payment of measures of insurmountable charges of the Disbursement Party shall, at the option of Mortgagor, be applied on account of the indebtedness, paid to any party entitled to the same under the Mortgagage.

In all other cases, the Mifortagge may elect to apply the proceeds of the award upon its reduction of the indebtedness, whether due or not, Mifortagge.

of any of those lesions or signs may entail the renunciation of the right to cancel it; (b) the Permittee's failure to repair, rebuilding or restoration; (c) this or any other leasehold interest in the land.

all reasonable times and access thereto shall be permitted for that purpose.

13. APPROPRIATION OF MORTGAGE IN PURCHASE OR LEASER OF LAND, OR AT ANY TIME AFTER, THE COMMENCEMENT OF AN ACTION TO FORCIESE MORTGAGE, THE COURTS IN WHICH SECTION WAS COMMENCED, UPON REQUEST OF THE MORTGAGOR, APPROVE A RECORDER OF THE PROBLEMS EITHER BEFORER AND WITHOUT REGARD TO THE TIME VALUE OF THE REMAINTS OF WHETHER THE LENDER ACCUPED AS MORTGAGEE OR ANY HOLDER OF THE PROBLEMS, REGARD TO THE SOLVENCY OF MORTGAGOR AT THE TIME OF FORCING FROM THE MORTGAGOR, AND THE MORTGAGEE IS NOT HELD LIABLE FOR RECOVERY OF THE MORTGAGE, UPON REQUEST OF THE MORTGAGOR, APPROVE A RECORDER OF THE PROBLEMS EITHER BEFORER AND WITHOUT REGARD TO THE TIME VALUE OF THE REMAINTS OF WHETHER THE LENDER ACCUPED AS MORTGAGEE OR ANY HOLDER OF THE PROBLEMS, REGARD TO THE SOLVENCY OF MORTGAGOR AT THE TIME OF FORCING FROM THE MORTGAGOR, AND THE MORTGAGEE IS NOT HELD LIABLE FOR RECOVERY OF THE MORTGAGE.

1. APPLICABILITY OF PROCEDURES OF DISCIPLINARY SANCTION

All claims, the Plaintiff shall appear in and defend any suit, action or proceeding that may in the sole judgment of Plaintiff affect the value of the Premises, the priority of his mortgage or the rights and powers of holder hereunder or under any document given to any independent trustee, Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagor on demand for any damage, expense or cost, including costs of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenses shall be secured hereby and shall bear interest after demand at the rate prescribed, and the sum of such expenses shall be secured by this Mortgage, and shall bear interest thereafter and shall be due and payable on demand.

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Parcel 1:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
SOMED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF HARTREY AVENUE; SAID POINT
BEING 3.0 FEET WEST OF THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE
SOUTH WEST 1/4 AND 364.0 FEET NORTH IN THE NORTH WEST CORNER OF OAKTON
STREET AND HARTREY AVENUE; SAID CORNER BEING 36.0 FEET NORTH (AT 90°) TO THE
WEST LINE OF HARTREY AVENUE; SAID LINE BEING 36.0 FEET WEST OF THE
SOUTH WEST 1/4 AND RUNNING THENCE WEST AT EIGHT ANGLES TO SAID WEST
LINE OF HARTREY AVENUE; FOR A DISTANCE OF 297.61 FEET TO THE POINT
ON THE WEST LINE OF HARTREY AVENUE; THENCE NORTH ON A LINE
WHICH IS PARALLEL WITH SAID WEST LINE OF HARTREY AVENUE, FOR
A DISTANCE OF 97.05 FEET TO A POINT THENCE WEST ON A LINE WHICH IS
NOT PARALLEL WITH SAID WEST LINE OF HARTREY AVENUE; THENCE
FOR A DISTANCE OF 97.05 FEET THENCE WEST ON A LINE WHICH IS PARALLEL WITH SAID WEST
LINE OF HARTREY AVENUE; FOR A DISTANCE OF 297.61 FEET THENCE EAST
ON A LINE WHICH IS PARALLEL WITH SAID WEST LINE OF HARTREY AVENUE; ALL IN COOK COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
SOMED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF HARTREY AVENUE; SAID POINT
BEING 36.0 FEET WEST OF THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE
SOUTH WEST 1/4 AND 364.0 FEET NORTH IN THE NORTH WEST CORNER OF OAKTON
STREET AND HARTREY AVENUE; SAID CORNER BEING 36.0 FEET NORTH (AT RIGHT
ANGLE MEASUREMENT) TO THE SOUTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH
WEST 1/4 AND RUNNING THENCE WEST AT EIGHT ANGLES TO SAID WEST LINE OF
HARTREY AVENUE; FOR A DISTANCE OF 297.61 FEET TO A POINT; THENCE NORTH
ON A LINE WHICH IS PARALLEL WITH THE SAID WEST LINE OF HARTREY AVENUE;
FOR A DISTANCE OF 97.05 FEET TO A POINT THENCE EAST ON A LINE WHICH
IS NOT PARALLEL WITH SAID LAST DESCRIBED LINE; FOR A DISTANCE OF
297.61 FEET TO A POINT IN THE WEST LINE OF HARTREY AVENUE; THENCE SOUTH
ALONG THE WEST LINE OF HARTREY AVENUE FOR A DISTANCE OF 97.05 FEET TO
THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

Parcel 3:

LOT 1 IN HAYLEY'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 1 IN ADAM'S AND
BROWN'S ADDITION TO EVANSTON SUBDIVISION OF THE SOUTH WEST 1/4 OF
SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-24-310-034 W.S

C18 HARTREY ST. EVANSTON IL

11-19-303-001

732 W. MAIN ST. EVANSTON IL

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