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MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

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THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made as of December 18, 1986 by and between Chicago Title and Trust Company, a corporation of Illinois, not personally but as Trustee under Trust Agreement dated December 1, 1986, and known as Trust Number 1089370 (the "Mortgagor"), whose mailing address is 111 West Washington Street, Chicago, Illinois 60602, and American National Bank and Trust Company of Chicago, a National Banking Association (the "Mortgagee"), whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690, Attn: Bruce Martin.

W I T N E S S E T H:

THAT, WHEREAS the Mortgagor is justly indebted to the Mortgagee in the principal sum of \$1,400,000.00 evidenced by one certain Promissory Note of the Mortgagor of even date herewith (the "Note"), made payable to the order of and delivered to the Mortgagee, whereby the Mortgagor promises to pay the said principal sum and interest at the rate or rates and in installments, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on June 30, 1987.

NOW, THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest 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, 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 and legally described on Exhibit "A" attached hereto and made a part hereof, and commonly known as 111 East Oak Street, Chicago, Illinois 60611, 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

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MORTGAGE SECURITY ASSOCIATION
AND FINANCIAL STATEMENT

THIS MORTGAGE SECURITY ASSOCIATION (MORTGAGE SECURITY ASSOCIATION) is made as of December 15, 1934, and is a corporation organized under the laws of the State of Illinois, and known as the "Mortgage Security Association". The principal office of the association is at 33 North LaSalle Street, Chicago, Illinois. The association is organized for the purpose of insuring the payment of mortgages and other securities, and for the purpose of accumulating funds for the payment of such mortgages and other securities. The association is organized for the purpose of insuring the payment of mortgages and other securities, and for the purpose of accumulating funds for the payment of such mortgages and other securities.

ARTICLE I

SECTION 1. THE ASSOCIATION is organized for the purpose of insuring the payment of mortgages and other securities, and for the purpose of accumulating funds for the payment of such mortgages and other securities. The association is organized for the purpose of insuring the payment of mortgages and other securities, and for the purpose of accumulating funds for the payment of such mortgages and other securities.

SECTION 2. THE ASSOCIATION shall have the power to do all things necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose. The association shall have the power to do all things necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose.

SECTION 3. THE ASSOCIATION shall have the power to do all things necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose. The association shall have the power to do all things necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose, and to do all things which are necessary and proper to carry out its purpose.

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Property of Cook County, Illinois

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all fixtures, apparatus, equipment and articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled) including: all fixtures, apparatus, equipment and articles (other than trade fixtures used in the operation of a business and other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. 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 Mortgagee 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) keep the Premises constantly in good condition and repair, without waste, damage by fire or other casualty excepted; (b) 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 below; (c) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (d) 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; (e) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent which shall not be unreasonably withheld; (f) observe and comply with 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 (g) 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 1 and elsewhere in this Mortgage, the term "Indebtedness" means and

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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.

2. Right to Contest. Notwithstanding anything to the contrary contained herein, 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; and (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such lien.

3. 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 whatsoever when due, and shall, upon written request, furnish to Mortgagee 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.

4. Insurance. Mortgagor shall keep all buildings and improvements and the Collateral (defined below) now or hereafter situated on the Premises insured against loss or damage by fire on a so-called "All Risks" basis and against such other hazards as may be required by Mortgagee, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance whenever in the opinion of Mortgagee such protection is necessary; and (b) 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 reasonably require. Certificates of all policies of insurance shall be furnished hereunder and shall be in forms, companies and amounts reasonably satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without fifteen (15) 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 fifteen (15) days prior to their respective dates of expiration.

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. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the certificates 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 Mortgagor, at the request of the Mortgagee, Mortgagor agrees to furnish evidence of replacement cost, without cost to the Mortgagee, 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.

5. Adjustment of Loss and Repair. In case of loss or damage by fire or other casualty, Mortgagee shall settle and adjust any claim under insurance policies which insure against such risks and agree with the insurance company or companies on the amount to be paid in regard to such loss. Mortgagee is authorized to collect and receipt for any such insurance money. Insurance proceeds may, at the option of the Mortgagee, either be applied in reduction of the indebtedness without prepayment premium, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of any or all improvements on said Premises. If Mortgagee makes the insurance proceeds available, the Premises shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. Where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by complete and in place work and that said work is free and clear of mechanics' lien claims. No payment prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed from time to time, and at all times the disbursed 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. The Mortgagee shall 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 such cost of building or restoration shall, at the option of the Mortgagee, be applied on

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account of the Indebtedness secured hereby or be paid by any party entitled thereto. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Mortgagee; provided, however, that Mortgagee, by its acceptance hereof agrees to not unreasonably withhold any request by Mortgagee that said proceeds be deposited in an interest bearing account with Mortgagee or such other investment account as Mortgagee shall determine satisfactory and secure.

6. Stamp Tax; Effect of Changes in Laws Regarding Taxation. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect to the issuance of the Note, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

In the event of the enactment, after this date, of any law of the state in which the Premises are located 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 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 Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby, 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: (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 Mortgagee 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.

7. 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 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 Mortgagor'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 therefor; (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; (f) consent to the granting of any easement; (g) join

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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 monthly 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 action taken by Mortgagee pursuant to the terms of this paragraph 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.

8. Mortgagee's Performance of Defaulted Acts. In the event Mortgagor fails to perform any act required of Mortgagor hereunder or under any other instrument or document now or hereafter securing payment of the Note (collectively referred to herein as the "Loan Documents") Mortgagee may, but shall have no obligation to, make any payment or perform any act herein required of Mortgagor to be performed or required in any form and in any manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the 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 any tax referred to herein or to protect 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 Default Rate, as defined in the Note. Inaction 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.

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 prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

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in any expansion or substitution agreement, (b) agree in writing with Mortgagee to modify the terms of the mortgage or the amortization of the loan or to extend the term of the mortgage or the amount of the monthly payments, (c) waive or fail to exercise any right, power or remedy provided by law or herein or in any other instrument giving evidence or receive the payment of the indebtedness.

Any action taken by Mortgagee pursuant to the terms of this paragraph shall not impair or affect the rights of Mortgagee or Mortgagee's successors or assigns to pay or receive any time secured by this Mortgage and to exercise all the covenants, agreements and conditions herein contained, the liability of any individual or legal entity for payment of the indebtedness; and (c) the lien or priority of the lien created against the Premises.

8. Mortgagee's Performance of Obligations. Mortgagee shall perform any and all obligations of the mortgagee hereunder or under any other instrument or agreement in connection with the securing payment of the debt evidenced hereby, but shall not be obligated to make any payment or perform any obligation required of Mortgagee to be performed in connection with the mortgage in any manner Mortgagee deems appropriate, and may, but need not, make full or partial payment of principal or interest or any other obligations, if any, and need not reduce the principal or interest or any other obligations or claims thereof or reduce the amount of any tax or assessments or cure any default of any kind in any way or the Premises. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other costs advanced by Mortgagee in regard to any tax relating to the mortgage to protect the Premises or the lien hereof, shall be secured by additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the default rate, as defined in the here, in addition to the amount of any debt secured by this mortgage. Mortgagee shall never be considered as a lender or payee or secured party or as an assignee of any debt of the mortgagor.

Mortgagee in making any payment hereby authorized (a) related to taxes and assessments, may do so according to any public statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such estimate or into the validity of any law, regulation, order, or estimate or into the validity of any claim for tax, interest, penalty, tax, fine or other charge, discharge, compromise or settlement of any kind, and may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

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9. Acceleration of Indebtedness in Case of Default. The following shall be events of default or defaults hereunder:

(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, which is not cured within ten (10) days after notice thereof; or

(b) 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 any beneficiary thereof or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or 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 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 any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction shall not be relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or

(c) the Mortgagor or any beneficiary thereof or any guarantor of the Note 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;

(d) 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 which is not cured within thirty (30) days after notice thereof; or

(e) 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 in any other instrument given at any time to secure the payment of the Note, including without limitation, the Loan Documents, which is not cured within the time period provided therefor.

Upon the occurrence of any event of default or default hereunder, whether set forth above or in any other provision hereof, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice or demand to Mortgagor or any other party. If while any insurance proceeds or condemnation awards are held by

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2. Acceleration of Maturity of Loan. In the event of a default by the Borrower in the performance of any obligation hereunder, the Lender may, at its option, declare the entire amount of the Loan to be immediately due and payable.

(a) Default shall be deemed to have occurred if the Borrower fails to pay any amount due hereunder when it becomes due, or if the Borrower fails to comply with any other obligation hereunder within ten (10) days after written notice is given to the Borrower.

(b) In the event of a default by the Borrower, the Lender may, at its option, exercise any or all of the remedies herein provided, including the right to take possession of the property of the Borrower, to sell or lease the same, to assign the same, or to take any other action which the Lender may deem necessary or appropriate to protect its interests. The Lender shall not be liable for any loss or damage suffered by the Borrower as a result of the exercise of any of the remedies herein provided, and the Lender shall not be bound by any limitation on the amount or type of damages, compensation or benefits payable by or for any third party under any workers' compensation act, disability benefit act or other employee benefit act. The Lender shall not be bound by any limitation on the amount or type of damages, compensation or benefits payable by or for any third party under any workers' compensation act, disability benefit act or other employee benefit act.

(c) The Borrower shall be deemed to have agreed to assign, transfer, convey, and otherwise dispose of all of its right, title and interest in and to the property of the Borrower, including any and all fixtures, equipment, and other personal property, to the Lender as security for the performance of the obligations hereunder. The Lender shall have the right to take possession of the property of the Borrower at any time and from time to time, and to sell or lease the same, or to take any other action which the Lender may deem necessary or appropriate to protect its interests.

(d) Default shall be deemed to have occurred if the Borrower fails to pay any amount due hereunder when it becomes due, or if the Borrower fails to comply with any other obligation hereunder within ten (10) days after written notice is given to the Borrower.

(e) Default shall be deemed to have occurred if the Borrower fails to perform any obligation hereunder, or if the Borrower fails to comply with any other obligation hereunder, or if the Borrower fails to provide any other information required by the Lender, or if the Borrower fails to provide any other documents required by the Lender, or if the Borrower fails to provide any other information or documents which the Lender may deem necessary or appropriate to protect its interests.

Upon the occurrence of any default by the Borrower, the Lender may, at its option, exercise any or all of the remedies herein provided, including the right to take possession of the property of the Borrower, to sell or lease the same, to assign the same, or to take any other action which the Lender may deem necessary or appropriate to protect its interests. The Lender shall not be liable for any loss or damage suffered by the Borrower as a result of the exercise of any of the remedies herein provided, and the Lender shall not be bound by any limitation on the amount or type of damages, compensation or benefits payable by or for any third party under any workers' compensation act, disability benefit act or other employee benefit act.

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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 or for 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.

10. Foreclosure; Expense of Litigation. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of 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, and similar data and assurances with respect to the title as Mortgagee may deem reasonably 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 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 Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse 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

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or for the Mortgagee to remove the Mortgages or any interest therein... cost of repair, rebuilding or restoration of building... improvement(s) on the premises, as and from time to time...

10. Foreclosure; Expenses of Plaintiff. In any event, the Plaintiff shall bear the cost of... In any civil action to foreclose the lien hereof, the Plaintiff shall be allowed and included as a part of the Plaintiff's... judgment for foreclosure and the cost of such... which may be paid or incurred by or for the Plaintiff... attorneys' fees, expenses, loss, expense, and... expert evidence, preparation, taking, and... costs (which may be assessed as to the Plaintiff... entry of said order or judgment of foreclosure... of title, title searched, and... and similar title and insurance... title as Mortgagee may be reasonably necessary... process such civil action... which may be had... condition of the title, or the amount of... expenditures and... mentioned and... protection of the Plaintiff, and the... this Mortgage, including the cost of any... Mortgagee, the Plaintiff, in any... and bankruptcy proceedings, or in... commenced or defense or the action or... action or proceeding, shall be... Mortgagee, with interest accrued... applicable to a period when a default... shall be secured by this Mortgage.

All times, the Mortgagee shall be... suit action or proceeding... judgment of Mortgagee... priority of this Mortgage... or under any... Indebtedness Mortgage... and retained Mortgage... expense or cost, and... attorneys' fees, arising out of or...

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any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

11. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which may, under the terms hereof, constitute secured Indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to any parties entitled thereto as their rights may appear.

12. Appointment of Receiver or Mortgagee in Possession.

(a) 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 Premises either before or after foreclosure sale. Such receiver shall have power to collect the rents, issues and profits of the 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 Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court, from time to time, may authorize the receiver to apply the net income in its hands in payment in whole or in part of: (i) the Indebtedness secured hereby 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 hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency,

(b) In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the

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any such suit, action or proceeding, and the amount of any such suit, action or proceeding shall be deemed to be the amount of the claim or claims as to which the claimant has a right to be heard and shall be deemed to be the amount of the claim or claims as to which the claimant has a right to be heard.

11. Application of Proceeds of Foreclosure. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all taxes and expenses incurred in the foreclosure proceedings, including all costs and charges mentioned in the preceding paragraph; second, to pay the claims which may, under the terms hereof, constitute a lien in priority to the claims of the claimant; and third, to the claimant. Interest remaining unpaid on the debt and any other claims of any parties entitled to be heard shall be paid to the claimant.

12. Appointment of Receiver or Trustees in Liquidation

(a) 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 premises either before or after foreclosure. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure action and, in case of a sale or delivery, during the statutory period of redemption (if any), whether there be redemption or not, as well as during any further time for any when Mortgagee, except for the foreclosure of a lien, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or appropriate for the protection, preservation, management and operation of the premises during the whole of said period, from time to time, may assign to the receiver to apply the net income from its assets in payment in whole or in part of (i) the indebtedness secured hereby or by any other indebtedness existing in favor of this Mortgagee or any lender, or assessment or other lien which may be or become superior to the lien of the lender or judgment, provided that application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and delivery.

(b) In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the commencement of such proceedings, a receiver shall be appointed to take possession of the premises and after the institution of legal proceedings to foreclose the lien hereof or before or after the institution of proceedings upon demand of Mortgagee, and a receiver to Mortgagee and Mortgagee shall be entitled to take actual possession of the

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Premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagee in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, its agent or servant wholly therefrom and may as attorney-in-fact or agent of Mortgagor or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power and to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (i) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (ii) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (iii) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (iv) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (v) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (vi) to receive all of such avails, rents, issues and profits; hereby granted full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases prior to the date Mortgagee takes or receives possession of the Premises. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by

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...of any part thereof... as for conditions... its discretion may, with or without... and take and maintain possession... and may exclude... and may as... its own name as... hold, operate, manage and control... business, if any, thereof, either... and with full power and to use and... as in its discretion or in the... assigns may be deemed proper... or security of the... premises, including... forcible detainer and... power; (i) to cancel or... cause or on any ground... the same; (ii) to elect... in then subordinate to... any then existing... extensions, modifications... expire, or for option... expire, beyond the... and beyond the date of... purchaser or purchaser... and agreed that... other such provisions... upon Mortgagee and... are subject to the... redemption from sale... of any foreclosure... or deed to any purchaser; (iii) to make... repairs, decorating, painting... additions, betterments and improvements... may deem (optional) (v) to insure and... rights incidental to Mortgagee's... management thereof; and (vi) to... terms, issues and... ability to exercise... and powers herein granted at any and all... notice to Mortgagee... or discharge, nor does it... discharge, any obligation... prior to the date... Mortgagee shall... hold Mortgagee harmless... damage which it may or might... by reason of the assignment... claims and demands whatsoever which may be asserted against...

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reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases prior to the date Mortgagee takes or receives possession of the Premises. Should Mortgagee incur any such liability, loss or damage, under said lease or under or by reason of the assignment thereof, or in the defense or any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand. Nothing contained herein shall modify, limit or alter any like provisions contained in the Assignment of Rents and Leases of even date herewith executed by Mortgagor.

(c) Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by paragraph 12 hereof shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(i) to the payment of the operating expenses of said Premises, including costs of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property such as appliances therein, and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable; and

(iv) to the payment of any Indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

13. Rights Cumulative. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the Indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in

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reason of any alleged obligation or understanding or agreement to perform or discharge any of the terms, conditions or covenants contained in said lease prior to the date of the lease, or the receipt of possession of the premises, or the loss of such liability, loss of interest, or in the event of any reason of the assignment thereof, or in the event of any demand, or demand, the amount thereof, including costs, fees or damages, shall be deemed to be a part of the reasonable attorney's fees. Mortgagee shall retain all rights and remedies contained herein and shall not be deemed to have waived any provisions contained in the assignment or mortgage of even date herewith executed by Mortgagee.

(c) Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by paragraph 13 hereof, shall have full power to use and apply the assets, real and personal, of the Premises to the payment of or on account of the indebtedness in such order as Mortgagee may determine.

(d) To the payment of the principal and interest on the Premises, including costs of all interest and charges thereon (which shall include reasonable attorney's fees and costs of suit and its agent or agents, and shall include the costs of advertising and other compensation and expenses of the lender and its agents, tenants and entering into leases, mortgages and other securities, if any, and a return on the above premises authorized;

(e) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises.

(f) To the payment of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements of the premises, including the cost of time to time of installation or replacement of any such as appliances, fixtures, and of making the premises such condition as will, in the judgment of Mortgagee, be readily rentable and suitable for the purposes intended.

(g) To the payment of all other obligations now or hereafter existing or which may hereafter become due on the Premises.

13. Right of Redemption. In the event of a foreclosure sale of the Premises, the mortgagor shall have the right to redeem the same by paying to the mortgagee the sum of the principal and interest then due on the mortgage, together with the reasonable attorney's fees and costs of suit, and the costs of advertising and other compensation and expenses of the lender and its agents, tenants and entering into leases, mortgages and other securities, if any, and a return on the above premises.

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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 default or acquiescence therein.

14. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

15. Condemnation. In the event any part of the Premises is taken or damaged under the power of eminent domain or by condemnation, the proceeds of the award or claim shall be made available to Mortgagor for repair, rebuilding or restoration of the Premises. To the extent of the proceeds which are available, the building(s) and improvement(s) shall be repaired, rebuilt or restored in accordance with plans and specifications to be submitted to and reasonably approved by the Mortgagee. If the proceeds are made available by the Mortgagee, any surplus which may remain out of said award after payment of such cost of repair, rebuilding, or restoration shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee.

16. Release Upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness secured hereby (including any prepayment charges and late charges provided for herein or in the Note).

17. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail or delivery by overnight courier, addressed to the Mortgagor or to the Mortgagee, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

18. 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 interposing same in an action at law upon the Note.

19. Waiver of Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium

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Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. 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 Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale upon any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagor and all persons beneficially interested therein and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

20. Miscellaneous.

(a) 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 Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

(b) Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note 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 this Mortgage, the Note or other document; and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the state in which the Premises are situated.

(c) Government Compliance. Mortgagor shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgage to include the Premises or any part thereof in fulfillment of any governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises to be so used. Similarly, no lands or improvements comprising the Premises shall be included with any lands or improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all

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now existing or hereafter enacted, in order to give
under the enforcement of the provisions of this act,
mortgage, but hereby waived, its benefit to any
for itself and its heirs, assigns and legal representatives,
and all right to have its mortgage or any part thereof
preluded upon any foreclosure of the mortgage, or
press that any court having jurisdiction to render such
any order the Trustees said as an equitable mortgage, or
ordinarily waive any and all right to have its mortgage
any order or judgment of foreclosure of the mortgage,
on behalf of the Mortgagee and all persons claiming
interested therein and each and every person and
interest in of title to the premises and government of the
this Mortgage.

30. Miscellaneous

(a) Ending hereof, this mortgage shall extend to
before shall extend to the date of the date of the
dated as page 1 hereof and the amount of the mortgage
each subsequent owner or owner of the premises and his
claiming under or through Mortgagee or any person
when used herein shall include and shall be deemed to
primarily and secondarily liable for the mortgage, and
liability of any part thereof, whether or not such
shall have executed the same or any part thereof.

(b) Severability and Application of Law. If any
part of the provisions hereof shall be held to be
in any other document, or in any other document,
of the same shall, for all purposes, be deemed to be
or unenforceable in any respect, or shall be deemed to
unenforceable, or shall be deemed to be unenforceable,
affect any other provision of this Mortgage, or shall
document, and this mortgage, the date of the mortgage,
contained as in and to the best of the ability of
had never been contained herein, or shall be deemed to
interpretation of this mortgage and the same is hereby
contained in accordance with and subject to the laws of the
state in which the premises are situated.

(c) Government Obligations. Mortgagee shall not be
nor shall any lands or improvements thereon be subject
of this Mortgage be liable for payment of any
fulfillment of any government obligation, or shall be
assigned to mortgagee any and all rights, title, and interest
or any portion of the premises, or shall be deemed to be
or improvements comprising the premises shall be deemed to be
any lands or improvements not subject to the lien of this
Mortgage in fulfillment of any government obligation,
Mortgagee shall not be an obligor under the laws of the
the premises as a single entity for payment of any

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other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

(d) Estoppel Certificate. Mortgagor, within fifteen (15) days after mailing of a written request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness and whether or not any default, offset or defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof. In the event such a certificate is not furnished by Mortgagor within the time specified, Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution and with the full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor to execute an estoppel certificate as set forth herein, this power being coupled with an interest.

(e) Non-Joinder of Tenant. After an event of default, 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 Premises. The failure to join any tenant or tenants of the 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 Mortgagor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

21. Security Agreement and Financing Statement. Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the state in which the Premises are located with respect to all sums on deposit with the Mortgagee pursuant to the terms hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises," which property may not be deemed to form a part of the real estate described in Exhibit "A" or may not constitute a "fixture" (within the meaning of Section 8-818 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof, but not including any such property which is owned by any tenant of the Premises (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee, all to secure payment of the Indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

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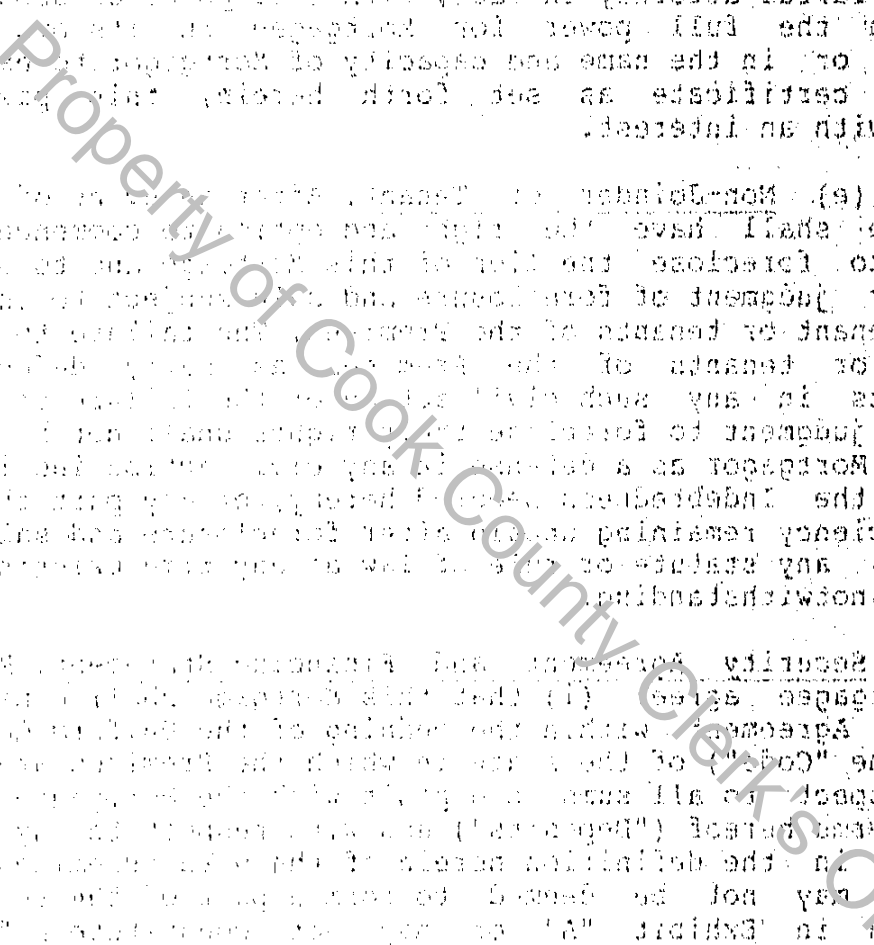
other provisions. Any act or omission of Mortgagee which results in a violation of any of the provisions of this chapter shall be void.

(5) Esophageal Certificate. Mortgagee, within fifteen days after mailing of a written request by the Mortgagee, shall to furnish from time to time a signed statement and affidavit in the amount of the indebtedness and whether or not any default has occurred or release then is alleged to exist against the indebtedness and, if so, specifying the nature thereof, in the event such certificate is not furnished by Mortgagee within the time specified, Mortgagee hereby irrevocably appoints the attorney-at-law and lawful attorney-in-fact, with full power of substitution and with the full power for Mortgagee in the name and capacity of the Mortgagee, to execute and file with the court an esophageal certificate as set forth herein, which shall be coupled with an interest.

(6) Non-Judicial Foreclosure. In the event of default by Mortgagee, the right and power of the court, without the order or judgment of foreclosure, and without the filing of any report or return of the referee, to take any action to enforce or transfer or foreclose on the mortgage in any such event shall be deemed to be vested in either of judgment to foreclose on the mortgage or to take any other action by the Mortgagee as a result of any default or failure to pay by the Mortgagee the indebtedness secured by the mortgage. Any deficiency remaining after other legal claims and claims in preference to any estate or law or other claims are satisfied shall be a debt due to the Mortgagee.

2. Security Agreement and Assignment of Mortgage. Security Agreement (1) This Security Agreement shall be a security agreement with the benefit of the debt secured by the mortgage (the "Collateral") of the mortgaged property, and shall be coupled with respect to all such collateral. (2) The collateral shall include in the definition herein of the term "collateral" all property may not be deemed to have been included in the collateral described in Exhibit "A" or any other exhibit attached hereto, but including the meaning of such property, and all such property, in addition to such property, and all other property, and all other property, including any such property, and all other property, and all other property (said property, upon the date of the mortgage, and all other property) and the proceeds thereof being a part of the collateral referred to as the "Collateral" and shall be deemed to be included in and to be collateral and the proceeds thereof referred to as the "Collateral" and shall be deemed to be included in and to be collateral and the proceeds thereof referred to as the "Collateral" and to secure performance of the indebtedness and to secure payment of the indebtedness, and to secure the performance of the provisions and terms, covenants and provisions hereof.

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In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to 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 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 legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, 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 Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility 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, 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 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 that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be, free and clear of liens, encumbrances, title retention devices and security interests of others.

The Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described in Exhibit "A"; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 8-313 and 8-402 of the Code; and (iii) Mortgagor is a record owner of the land described in Exhibit "A".

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In the event of a default under this mortgage, the Mortgagee shall have the right to foreclose on the property and to sell the property at public or private sale. The Mortgagee shall have the right to appoint a receiver to manage the property and to take such action as may be necessary to protect its interests. The Mortgagee shall have the right to take possession of the property and to operate the same as a business, and to lease, sell, or otherwise dispose of the property, and to execute any instrument necessary to carry out its duties. The Mortgagee shall be deemed to have acted prudently in the exercise of its powers. The Mortgagee shall not be liable for the actions of its officers, directors, or employees. The Mortgagee shall be entitled to the interest on the mortgage and to the principal when due. The Mortgagee shall have the right to assign its interest in the mortgage to any person. The Mortgagee shall have the right to sue for the principal and interest on the mortgage. The Mortgagee shall have the right to enforce its security interest in the property. The Mortgagee shall have the right to take any action necessary to protect its interests. The Mortgagee shall have the right to do anything that a prudent person would do in the same or similar circumstances. The Mortgagee shall not be liable for the actions of its officers, directors, or employees. The Mortgagee shall be entitled to the interest on the mortgage and to the principal when due. The Mortgagee shall have the right to assign its interest in the mortgage to any person. The Mortgagee shall have the right to sue for the principal and interest on the mortgage. The Mortgagee shall have the right to enforce its security interest in the property. The Mortgagee shall have the right to take any action necessary to protect its interests. The Mortgagee shall have the right to do anything that a prudent person would do in the same or similar circumstances.

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If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume 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 Mortgagee's first perfected security interest in the Collateral and the Deposits described above.

22. Due on Sale or Further Encumbrance Clause. Mortgagor hereby covenants and agrees that it shall be in immediate default hereunder if, without the prior written consent of Mortgagee, if the Mortgagor or the beneficiary thereof shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein, or the beneficial interest in Mortgagor or any part thereof or interest therein excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that, prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral subject to the prior lien hereof, of at least equal value and utility.

In such case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this paragraph shall not apply (i) to liens securing the Indebtedness hereby secured, (ii) to the lien of current taxes and assessments not in default or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interest, or shares of stock or partnership or joint venture interests as the case may be, in the Mortgagor or any beneficiary of Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this paragraph shall be operative with respect to, and shall be binding upon, the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagor or any beneficiary of a trustee mortgagor.

23. Maximum Allowable Rate of Interest. All agreements herein and in the Note are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to the Mortgagee for the use, forbearance or detention of the money to be advanced hereunder

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If the Collateral is sold in connection with the exercise of the Mortgagee's power of sale, the Mortgagee shall not be liable to the Mortgagor for any deficiency of a sum due to the Mortgagee, unless the Mortgagor shall have been notified in writing by the Mortgagee of the sale of the Collateral and shall have been given an opportunity to redeem the Collateral before the sale of the same.

22. Due on Sale or Change of Control. In the event of the sale or change of control of the Mortgagor or of the business of the Mortgagor, the Mortgagee shall have the right to require the Mortgagor to pay to the Mortgagee, at the time of such sale or change of control, a sum of money equal to the amount of the principal balance of the loan outstanding on the date of such sale or change of control, together with interest accrued thereon to the date of such sale or change of control. This obligation shall survive the termination, modification or assignment of this mortgage and shall not be subject to set-off or counterclaim against any sum payable to the Mortgagor by the Mortgagee. This obligation shall not be subject to discharge by the Mortgagor or any part thereof or assignment of the debt hereunder or by the operation of the provisions of the Bankruptcy Act, 1914, or any other law relating to the discharge of debts or the discharge of the Mortgagee. The Mortgagee shall have the right to enforce this obligation by legal proceedings, and the Mortgagee shall not be subject to any other disposition thereof by Collateral subject to the same as to other collateral of equal value and utility.

In such case whether any sum payable to the Mortgagee shall be a secured debt or an unsecured debt shall be determined by the law of the jurisdiction in which the Mortgagor is domiciled or where the business of the Mortgagor is carried on, and in the absence of any such determination shall be determined by the law of the jurisdiction in which the property subject to this mortgage is situated. The Mortgagee shall have the right to enforce this obligation by legal proceedings, and the Mortgagee shall not be subject to any other disposition thereof by Collateral subject to the same as to other collateral of equal value and utility.

23. Maximum Allowable Amount of Interest. The interest payable hereunder shall not exceed the maximum rate of interest allowed by law in the jurisdiction in which the property subject to this mortgage is situated, and shall be subject to the provisions of the laws of such jurisdiction relating to the enforcement of such interest. The Mortgagee shall have the right to enforce this obligation by legal proceedings, and the Mortgagee shall not be subject to any other disposition thereof by Collateral subject to the same as to other collateral of equal value and utility.

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exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

24. Mortgagee's Lien for Service Charge and Expense. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time), the payment of any and all loan fees or service charges, liquidated damages, loan expenses including but not limited to reasonable attorneys' fees of Mortgagee's counsel to prepare loan documents, appraisal fees, and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby; provided, however, that in no event shall the total amount of loan proceeds disbursed plus such additional amounts exceed five hundred (500%) percent of the face of the Note.

25. Exculpatory. 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 Chicago Title and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), 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 or on Chicago Title and Trust Company personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and Chicago Title and Trust Company personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral

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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.

Chicago Title and Trust Company,
as Trustee under Trust Agreement
dated December 1, 1986 and known
as Trust Number 1089370

by: [Signature]
Assistant Vice-President

attest: Alan S. Kaufman
Assistant Secretary

DOX 833

2. (AA)

This instrument was prepared by:

Philip Wong
Sachnoff Weaver & Rubenstein, Ltd.
30 South Wacker Drive
Suite 2900
Chicago, IL 60606

Mail:

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1986 DEC 31 PM 3:08

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herby mortgage, conveyed and assigned and to a party of the first part, given at any time to secure the payment thereof.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be signed and sealed as of the day and year first above written.

Chicago Title and Trust Company
as Trustee for the Mortgagee
dated December 1, 1934 and filed
as Public Record 122113
RECORDED IN BOOK 110 PAGE 110

Witness my hand and seal this 1st day of December, 1934.

This instrument was prepared by:

Philip Wong
Schroff Weaver & Rubenstein, Ltd.
30 South Wacker Drive
Suite 2200
Chicago, IL 60606

RECORDED IN BOOK 110 PAGE 110

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned being a notary public in and for said County, in the State aforesaid, do hereby certify that GABRIELE GIASS, the Vice-President-Trust-Officer of CHICAGO TITLE TRUST and ALAN S. LAUFMAN the ASST Secretary of said CORP., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as aforesaid Vice-President-Trust-Officer and ASST 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 act, and as the free and voluntary act of said CTFT Co. as Trustee under Trust No. 1089370 for the uses and purposes therein set forth; and the said ASST Secretary did also then and there acknowledge that said ASST Secretary, as custodian of the corporate seal of said CTFT Co., did affix said corporate seal of said CORP to said instrument as said ASST Secretary's own free and voluntary act, and as the free and voluntary act of said CTFT Co. as Trustee under Trust No. 1089370 for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of December 19 86

Louise J. Bannie
Notary Public

Commission expires:

April 2, 1990

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STATE OF ILLINOIS
COUNTY OF COOK

The undersigned being a notary public in and for the State of Illinois, do hereby certify that the within and foregoing instrument was duly executed and acknowledged before me on this 1st day of March 1900 by the persons named therein and that the contents of the same are correct and true to the best of my knowledge and belief.

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EXHIBIT A

The West 1/2 of Lot 5 in Lawrence's Subdivision of that part of Lot 7 in Williams Subdivision of the North 1/2 of Block 8 in Canal Trustee's Subdivision of the South fractional 1/2 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 17-023-207-023

E-07-0

17-03-207-023

Address of Property: 111 East Oak St
Chicago, Ill 60611

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EXHIBIT A

The West 1/2 of Lot 2 in Township 36 North, Range 10 East, of the Third Principal Meridian, in Cook County, Illinois, as shown on the plat of the same filed for record in the office of the Clerk of Cook County, Illinois, on the 12th day of August, 1908, and as the same appears on the plat of the same filed for record in the office of the Clerk of Cook County, Illinois, on the 12th day of August, 1908, and as the same appears on the plat of the same filed for record in the office of the Clerk of Cook County, Illinois, on the 12th day of August, 1908.

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