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CONSTRUCTION MORTGAGE

("MAIL TO" ON PAGE 20)

This Mortgage is made as of the 29th day of July, 1987, between Downers Grove National Bank, a Banking Association, duly authorized to accept and execute trusts in the State of Illinois, having an office at Curtiss & Main, Downers Grove, Illinois 60515, not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said association in pursuance of a Trust Agreement dated April 20, 1987, and known as Trust No. 87-61 herein referred to as "Mortgagor", and Pathway Financial, a Federal Association, having an office at 100 North State Street, Chicago, IL 60602, herein referred to as "Mortgagee".

WITNESS

That, Whereas, the Mortgagor is justly indebted to the Mortgagee in the principal sum of Five Hundred Thirty-Six Thousand and No/100 Dollars (\$536,000.00) as evidenced by one certain Promissory Note, herein referred to as "Note", of even date herewith executed by Mortgagor, whereby the Mortgagor promises to pay the said principal sum with interest thereon, from date, at the rate set forth therein, in installments as set forth therein at the office of the Mortgagee aforesaid or at such other place as may be designated in writing by the legal holder thereof, until the entire principal and interest have been paid, but in any event, the principal balance (if any) remaining unpaid plus accrued interest shall be due and payable on the 31st day of May, 1997.

NOW, THEREFORE, to secure the payment of the said principal indebtedness under the Note and interest and premiums, if any, on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor and effect, and to secure the payment of all other sums which may be at any time due and owing or required to be paid under the Note or this Mortgage; and to secure the performance and observance of all the covenants, agreements and provisions contained in this Mortgage, the Note, to secure performance by Mortgagor under the "Loan Documents", as that term is defined in the Note and to charge the properties, interests and rights hereinafter described with such payment, performance and observance and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor DOES HEREBY GRANT, REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Mortgagee, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

The Land located in the Village of Worth, County of Cook, and State of Illinois and legally described in Exhibit "A" attached hereto and made a part hereof (the "Land");

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

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deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

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

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

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

TOGETHER with all proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the

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

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth together with all right to possession of the Premises upon the occurrence of any default, the Mortgagor hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums hereinafter provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. Payment of Principal and Interest. To promptly pay the principal of and interest on the indebtedness evidenced by the Note at the times and in the manner herein and the Note provided.

2. Construction:

(a) Disbursement Agreement. Any improvements to be erected on the Premises shall be completed in accordance with the provisions of a Disbursement Agreement dated even date herewith between the Mortgagor and the Mortgagee (the "Disbursement Agreement"), which is hereby incorporated into this Mortgage by reference to the same extent as if fully set forth herein.

(b) Defaults and Remedies. The occurrence of any default under the Loan Agreement not cured within the time, if any, permitted therein shall constitute an event of default under this Mortgage, entitling the holder of the Note to all of the rights and remedies conferred upon such holder by the terms of this Mortgage or by law. Upon default by Mortgagor in any of the terms, provisions, or covenants of the Loan Agreement after due notice given if required thereby, the holder of the Note may, but need not, declare the entire unpaid principal balance and all interest accrued under the Note to be immediately due and payable without notice to Mortgagor and/or complete the construction of said improvements and enter into necessary contracts therefor with all monies so expended being so much additional indebtedness hereby secured payable on demand with interest at the default rate.

(c) Advances Secured. Any advances made and indebtedness arising and accruing under the Loan Agreement, from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured by this Mortgage and shall be payable on demand with interest at the post maturity rate.

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(d) Conflicting Provisions. In the event of a conflict between the provisions of this Mortgage or the Note and those of the Disbursement Agreement (including without limitation provisions relating to notice or waiver thereof), those of the Disbursement Agreement shall govern and prevail over those of this Mortgage and the Note.

3. Other Payments. To deposit with the Mortgagee, or a depository designated by the Mortgagee, in addition to the monthly installments of principal and interest due under the terms of the Note and concurrently therewith, monthly until the Note is paid, the following:

(a) A sum equal to all real estate taxes and assessments, next due on the premises (all as estimated by the Mortgagee), divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due and payable;

(b) A sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance as required in Paragraph 4 hereof. Each of such installments shall be in an amount which, by the payment of approximately equal installments, will result in there accumulating in the hands of the depository a sufficient amount to pay renewal premiums upon such policies of insurance, at least one month prior to the expiration date or dates of the policy or policies to be renewed.

All such payments described in this Paragraph 3 shall be held by the Mortgagee or depository in trust without accruing or without any obligation arising for the payment of interest thereon, and shall be used for the payment of taxes and assessments, and insurance premiums as the case may be. All such payments shall be added together with the payments required to be made under the Note secured hereby and the aggregate amount thereof shall be deposited by the Mortgagor each month in a single payment to be applied by the Mortgagee at its option to the following items in the order set forth: (i) taxes, assessments, water charges, other public impositions, and insurance premiums; (ii) interest on the Note secured hereby; and (iii) the principal of the said Note.

If the funds so deposited are insufficient to pay all taxes or assessments when due and premiums for such insurance renewals, the Mortgagor shall within ten (10) days after receipt of demand therefore deposit such additional funds as may be necessary to pay such taxes, assessments and premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent deposit or deposits.

In the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to this Paragraph 3 hereof, as anyone or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as the Mortgagee may elect.

When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the directions or control of the Mortgagor; provided, however, that neither the Mortgagee nor said depository shall be liable for any failure to apply to the payment of

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insurance premiums, taxes and assessments any amount so deposited unless Mortgagor, while note in default hereunder, shall have requested said Mortgagee or depository in writing to make application of such funds to the payment of the particular insurance premiums, taxes or assessments for payment of which they were deposited, accompanied by the bills for such insurance premiums, taxes and assessments. Provided, however, that Mortgagee may make or cause the depository to make any such application of funds without necessity of such request by Mortgagor.

4. Taxes. To pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall furnish to Mortgagee duplicate receipts therefore within thirty days after payment of such charges are due. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said premises or any part thereof, or any interest therein, to satisfy the same; (2) that Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties, or costs, notified Mortgagee in writing of the intention of Mortgagor to contest the same; and (3) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and, in the absence of such appointment, then at the office of Pathway financial, 100 North State Street, Chicago, Illinois, a sum of money which shall be sufficient in the reasonable judgment of the Mortgagee to pay in full such contested taxes and assessments and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the reasonable judgment of the Mortgagee, such increase is advisable. In case the Mortgagor shall fail to prosecute such objections with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, the Mortgagee may at its option apply the money so deposited in payment of or on account of such taxes and assessments, or that part thereof then unpaid, together with all penalties and interest thereon. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, the Mortgagor shall forthwith upon demand deposit with the Mortgagee a sum which when added to the funds then on deposit shall be sufficient to make such payment in full. The Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon (provided the Mortgagor is not then in default) when so requested in writing by the Mortgagor and furnished with sufficient funds to make such payment in full with an official bill for such taxes.

5. Insurance Coverage. Mortgagor will insure the Premises against such perils and hazards in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) During construction of the Project (as such term is defined in the Loan Agreement) Builders Risk Insurance on an "all risks" basis for 100% of the insurable value at all construction work in place or in progress from time to time, insuring the Project including materials in storage and while in transit, against loss or damage by fire or other casualty, with extended coverage bearing a replacement cost

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agreed amount endorsement, thereafter, a casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, and other risks covered by the so-called extended coverage endorsement in amount not less than the full insurable replacement value of all improvements, fixtures and equipment from time to time on the Premises and bearing a replacement cost agreed amount endorsement;

(b) Comprehensive public liability against death, bodily injury and property damage in an amount acceptable to Mortgagee;

(c) If the Federal Insurance Administration (FIA) has designated the Premises to be in a special flood hazard area and designated the community in which the Premises are located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available;

(d) Worker's Compensation Insurance in an amount acceptable to Lender; and

(e) The types and amounts of coverage as are customarily maintained by owners or operators of like property.

In the event Mortgagor has not maintained or procured the policies of insurance required above, in addition to all other remedies of Mortgagee hereunder in the event of a Default Mortgagee may, at any time thereafter and in its sole discretion upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein.

6. Insurance Policies. All Insurance Policies to be maintained and provided as required by Paragraph 5 hereof shall be in form, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagor will deliver all Insurance Policies (or certificates evidencing said policies), including additional and renewal policies to the Mortgagee and, in case of Insurance Policies about to expire, the Mortgagor will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. Proceeds of Insurance. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by Insurance Policies, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (ii) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional indebtedness hereby secured, and shall be reimbursed to the Mortgagee upon demand.

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(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of the Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty and adequately securing the outstanding balance of the indebtedness hereby secured, then, if no event of default, as hereinafter defined in Section 26(a), shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof, as provided for in Paragraph 8 hereof; and the Mortgagor hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in Subsection (b) of this Paragraph, the Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the indebtedness hereby secured, in such order or manner as the Mortgagee may elect.

(d) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be submitted to and approved by the Mortgagee.

8. Disbursement of Insurance Proceeds. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as the Mortgagee may reasonable require and approve; and the Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the Mortgagee prior to the commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of Mortgagor for that purpose, shall be at least sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by the Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of Mortgagee, be applied on account of the indebtedness hereby secured. No interest shall be allowed to the Mortgagor on account of any proceeds of insurance or other funds held in the hands of the Mortgagee.

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9. Compliance with Government Regulations. That Mortgagor will comply with all statutes, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the said premises.

10. Creation of Liens. That the Mortgagor will not create, suffer or permit to be created or filed against the premises, any Mortgage Lien or other lien superior or inferior to the lien of this Mortgage without the written consent of the Mortgagee. The Mortgagor may contest any lien claim arising from any work performed, material furnished or obligations incurred by Mortgagor upon furnishing Mortgagee indemnification satisfactory to Mortgagee for the final payment and discharge thereof.

11. Restrictions on Transfer. Until the Mortgage is paid in full, Mortgagor shall not, without the prior written consent of the Mortgagee, create, effect, contract for, consent to, suffer or permit any Prohibited Transfer. Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation or agreement to do any of the foregoing (a "Transfer"), of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted to effectuated prior to the time that the Loan is paid in full without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer":

(a) the Premises or any part thereof or interest therein, excepting only sales or other dispositions which are permitted under the terms of the Mortgage; and

(b) any shares of capital stock of the Mortgagor;

in each case whether any such transfer is effected directly, indirectly, voluntarily or involuntarily, by Mortgagor or other owner of the Premises or any third party, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph shall not apply (i) to the Mortgage or any liens expressly permitted under the Mortgage; (ii) to the lien of current taxes and assessments not in default; (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, 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 or personal representatives.

Notwithstanding the foregoing, Mortgagee agrees that subsequent to the rehabilitation of the Premises pursuant to the Disbursement Agreement the Premises may be sold by the original Mortgagor and/or or its original beneficiary to, and the obligations evidenced by the Loan Documents assumed by a qualified purchaser with full release of Mortgagor's liability hereunder. The prospective purchaser must submit a loan application to Mortgagee and pay to Mortgagee the application fee then in effect. The determination of whether a prospective purchaser is qualified shall be made by Mortgagee which shall evaluate the prospective purchaser in accordance with its commercial loan lending policies and procedures in effect at the time the loan application is submitted. Mortgagee's decision as to whether or not a prospective purchaser is qualified shall be final. In the event that the prospective purchaser is qualified

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by Mortgagee, the prospective purchaser shall pay to Mortgagee at closing a loan origination fee in the amount of one (1) percent of the outstanding principal balance of this Note. This Mortgage may not be assumed thereafter by subsequent purchasers.

12. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Mortgagor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 12 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

13. Mortgagee's Reliance on Governmental, Municipal or Other Charges or Liens. That Mortgagee, is hereby authorized to make any payment or advance in the place and stead of the Mortgagor: relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or threatened adverse title or claim thereof; or encumbrance, claim or charge; or otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Paragraph, may do so whenever necessary, or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor without demand and shall be secured thereby.

14. Eminent Domain. Mortgagor agrees that any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or Eminent Domain, the whole or any part of said premises or any building located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which awards Mortgagee is hereby authorized to collect and receive from such authorities, and to give appropriate receipts and acquittances therefor, and at said Mortgagee's option subject to Paragraph 15 hereof, to apply the same toward the payment of the

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amount owing on account of the indebtedness secured hereby and Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or Eminent Domain of which Mortgagor has knowledge, affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

15. Application of Eminent Domain Proceeds. That notwithstanding any provision herein to the contrary and in particular Paragraph 14 hereof, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor, shall deposit promptly with Mortgagee the amount of such deficiency, which together with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided herein shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

16. Acknowledgement of Debt. That Mortgagor within fifteen (15) days after Mortgagee's request will furnish a written statement duly acknowledged of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

17. Inspection of Premises. That the Mortgagor and all subsequent owners of the premises shall permit the Mortgagee or its representatives to inspect the premises from time to time, at

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normal business hours, and as frequently as Mortgagee considers reasonable.

18. Declaration of Subordination. That at the sole 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 condemnation) to any and all leases of all or any part of the premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the premises are situate, of a unilateral declaration to that effect.

19. Purpose of Loan. That Mortgagor represents and agrees that the proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview of said Section.

20. Illegality of Terms Hereof. That nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagor to make any payment or do any act contrary to law, but if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

21. Prepayment Privilege. At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions set forth in said Note.

22. Subrogation. That should the proceeds of the loan made by the Mortgagee to the Mortgagor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises above described, or any part thereof, then the Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

23. Releases. That Mortgagee, without notice, and without regard to the consideration, if any, paid therefore, and not withstanding the existence at that time of any inferior liens thereon, may release any part of the premises including such portion of the premises to be dedicated for roads and highways, or any person liable on any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and Mortgage and without in any way affecting the priority of the lien of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released, and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

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In the event the Mortgagee (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness hereby; (b) grants an extension of time for any payments of the debt secured hereby; (c) takes other or additional security for the payment thereof; (d) waives or fails to exercise any right granted herein or in said Note, said act or omission shall not release the Mortgagor, subsequent purchasers of the said premises or any part thereof, or makers or sureties of this Mortgage or of said Note, or endorsers or guarantors thereof under any covenant of the Mortgage or of said Note, nor preclude the Mortgagee from exercising any right, power or privilege herein or intended to be granted in the event of any other default then made or any subsequent default.

24. Mortgagor's Agreement to Pay Expenses.

- a) That Mortgagor will pay all loan expenses. Without limiting the generality of the foregoing, such expenses shall include all recording charges, title insurance charges, cost of surveys, cash deposits required to be made with the title insurance company issuing the title insurance policy and cost of premiums on surety company bonds required by said title insurance company in connection with the issuance of preliminary reports on title, interim title binders and title insurance policy, or removal of the title exceptions therefrom, fees of outside appraisers, if any, and Mortgagee's service fee, Mortgagee's attorneys fees incurred incident to the Mortgage and such other fees or costs. Mortgagee may also set aside reasonable reserves for estimated future loan expense and for the insurance to accrue under the terms of the mortgage and for other contingencies. All expenses and advances incurred or made by Mortgagee, from time to time (whether or not the amount thereof together with other advances of proceeds of the loan may exceed the face amount of the note) shall be and become secured by the Mortgage as and when made or incurred. Mortgagee may, in its sole discretion, adjust the amount of reserves from time to time as circumstances may require.
- b) To save Mortgagee harmless from all costs and expenses, including reasonable attorneys' fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body, in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage; and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate set forth in said Note shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagor's beneficiary.

25. 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 deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances,

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if any, and purchase, discharge, compromise or settle any tax lien 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. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and 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 Post Maturity Rate. Inaction of Mortgagee shall never be considered as a waiver of any right according to it on account of any default on the part of Mortgagor.

26. Default and foreclosure:

(a) Acceleration of Indebtedness. That upon any default by Mortgagor in the payment of the principal sum secured hereby, or of any installment thereof, or of interest thereon, or of any installment thereon, as they severally become due, or in the performance or observance of any other term, covenant or condition in this Mortgage or in the Note or in any instrument now or hereafter evidencing or securing said indebtedness, or in case of the occurrence of any event which, in Mortgagee's sole and reasonable judgment, might delay or prevent the completion of construction by the completion date or might result in the loan becoming out of balance without any deposit of necessary funds being made by the Mortgagor, or if the Mortgagor shall file a petition in voluntary bankruptcy under any Chapter of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or if Mortgagor in any proceeding shall file an answer admitting insolvency or inability to pay its debts as they mature or such proceedings shall not have been vacated or stayed within thirty (30) days from the institution thereof, be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor for all or any portion of the premises or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within 30 days, or the Mortgagor 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 of its property or the major part thereof, then upon the occurrence of any of said events, and notwithstanding anything to the contrary contained herein, in the event of any act allowing acceleration of the indebtedness owed under the Note or any breach hereof or default hereunder, the Mortgagee prior to the acceleration of the indebtedness shall mail notice to Mortgagor as provided in Paragraph 28 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than fifteen (15) days (thirty (30) days for non-monetary defaults) from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceedings and sale of the premises. If the breach is not cured on or before the date specified in the notice, Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the Illinois Statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

(b) Expense of Foreclosure Litigation. In any suit to foreclose the lien hereof or enforce any other remedy of the Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, 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 the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the premises. All expenditures and expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Post Maturity Rate and shall be secured by this Mortgage.

(c) Mortgagee's Right of Possession in Case of Default.

- 1) In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, after the whole principal sum secured hereby is declared to be immediately due as aforesaid, 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 premises or any part thereof personally, or by its agent or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and 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, premises relating thereto, and may exclude the Mortgagor, its agents of the 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 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, hereby granting full power and authority herein granted at any and all times hereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem

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judicious, to insure and reinsure the premises and all risk incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

- 2) In addition to the rights of the Mortgagee set forth in the preceding subparagraph, in the event of a default during the construction of the improvements described herein, the Mortgagee shall have the right to complete the construction and do anything in its sole judgment to fulfill the obligations of Mortgagor including either the right to avail itself of and procure performance of existing contracts, or let any contract with the same contractors or others and to employ watchmen to protect the premises from injury. Without restricting the generality of the foregoing and for the purposes aforesaid, Mortgagor hereby appoints and constitutes Mortgagee its lawful attorney-in-fact with full power of substitution in the premises to complete construction and equipping of the building in the name of the Mortgagor; to use unadvanced funds remaining under the mortgage, or which may be reserved or escrowed or set aside for any purposes hereunder, at any time to complete the project; to make changes in the plans and specifications which shall be necessary or desirable to complete the project in substantially the manner contemplated by the plans and specifications; to retain or employ new general contractors, subcontractors, architects and inspectors as shall be required for said purposes; to pay, settle or compromise all existing bills and claims which may be liens or security interest or to avoid bills and claims becoming liens against the property or security interest against fixtures or equipment, or as may be necessary or desirable for the completion of the construction or for the clearance of title; to execute all applications and certificates in the name of the Mortgagor which may be required by any of the contract documents; and do in its own behalf; to prosecute and defend all actions or proceedings in connection with the premises or fixtures or equipment; to take action and require such performance as it deems necessary under any of the bonds to be furnished hereunder and to make settlements and compromises with the surety or sureties thereunder, and in connection therewith, to execute instruments of release and satisfaction; it being understood and agreed that this power of attorney shall be a power coupled with an interest and cannot be revoked.

(d) Appointment of Receiver. Upon or at any time after the filing of any bill to foreclose this Mortgage, the Court may, upon application, appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control and care of said premises and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency,

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during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagor, its heirs, administrators, executors, successors or assigns, 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 useful 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 his hands in payment in whole or in part of: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be, or become superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; (ii) the deficiency in case of sale and deficiency. Any such proceedings shall in no manner prevent or retard the collection of said debt by foreclosure otherwise.

(e) 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 of such items as are mentioned in Paragraph 26(b) hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided at the Post Maturity Rate; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

(f) Rescission of or Failure to Exercise Option of Acceleration. That the failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of such default, except as may be provided by law, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity except as may be provided by law nor extend or affect the grace period, if any.

(g) Sale of Separate Parcels. That in case of any foreclosure sale of said premises, the same may be sold in one or more parcels.

(h) Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Mortgage Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from now or hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by,

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through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

(i) Post Maturity Rate. The term Post Maturity Rate is deemed to mean interest at the rate of three percent (3%) per annum in excess of the interest rate which would have been prevailing under the Note had no default occurred.

27. Rights and Remedies are Cumulative. That the rights and remedies herein provided are cumulative and that the holder of the Note secured hereby and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded by this Mortgage.

28. Giving of Notice. All notices, demands, or other communications hereunder shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States Mail and sent by certified or registered mail, postage prepaid, or (ii) delivered in each case to the respective Parties at their respective addresses as follows:

(a) if to the Mortgagor:

Downers Grove National Bank, As Trustee
under Trust Agreement dated April 20, 1987
and known as Trust No. 87-61
Curtiss & Main
Downers Grove, Illinois 60515

with copies to:

Gregory B. Spiers
Mark A. Graff
Donald B. Spiers
7714 Cass Avenue
Darien, IL 60559

(b) if to the Mortgagee:

Ms. Hazel Bowman
Pathway Financial
Commercial Lending Division
100 North State Street
Chicago, IL 60602

with copies to:

Thomas J. Montgomery
McCarthy, Duffy, Neidhart & Snakard
180 North LaSalle Street
Suite 1400
Chicago, IL 60601

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or at such other address as such party may designate by written notice to the other party.

29. Construction. That the realty herein mortgaged being located in the State of Illinois, and the place of contract and payment also being located in Illinois, the Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of that State.

30. Binding on Successors and Assigns. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby. Whenever used, the singular number shall include the plural, and the use of any gender shall include all genders.

31. Captions. The captions and headings of various paragraphs are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

32. Effect of Extensions and Amendments. If the payment of the indebtedness hereby secured, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

33. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter. Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Without limitation of the foregoing, Mortgagor will assign to Mortgagee, upon request, as further security for the indebtedness secured hereby, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Mortgagee, but not such assignment shall be construed as a consent by the Mortgagee to any agreement, contract, license or permit or to impose upon Mortgagee any obligations with respect thereto. From time to time, Mortgagor will furnish within five (5) days after Mortgagee's request a written and duly acknowledged statement of the amount due under the Note and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured.

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33. Time is of the Essence. It is especially agreed that time is of the essence of this Mortgage and that the waiver of the options, or obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights. Notice of the exercise of any option granted to the Mortgagee herein, or in the Note secured hereby, is not required to be given.

34. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

35. Covenants To Run With the Land. That all the covenants hereof shall run with the land.

36. Subordination of Trust Charges. That Mortgagor, as trustee of the Trust aforesaid, hereby covenants and agrees, notwithstanding the provisions of said Trust, that any commissions, fees, charges, expenses, advance of funds or any other sum of money, if any, and the interest thereon, which may be incurred by Mortgagor, as trustee, and if a lien upon said premises shall be subject and subordinate to the lien of the within Mortgage and that any public sale permitted under said Trust shall be made subject to the lien of the within Mortgage upon the said premises.

37. Exculpations. This Mortgage is executed by Downers Grove National Bank, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or insaid Note contained shall be construed as creating any liability on the said Mortgagor personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereinafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in said Note provided and/or to any other security given for the indebtedness evidenced by the Note.

BANK

IN WITNESS WHEREOF, DOWNERS GROVE NATIONAL, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice Pres. & Trust Officer and its corporate seal to be hereunto fixed and attested by its Trust Secretary, the day and year first above written.

DOWNERS GROVE NATIONAL BANK, not personally but as Trustee aforesaid.

By: _____

John W. [Signature]
Vice President & Trust Officer

ATTEST:

[Signature]
Trust Secretary

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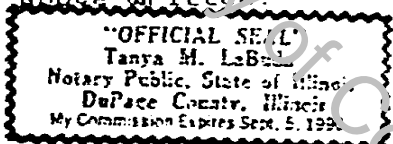
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STATE OF ILLINOIS)
 DUPAGE) SS
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John M. Finnegan, Vice Pres. of DOWNERS GROVE NATIONAL and Frances Frasson, Trust Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Pres. & Trust Officer and Trust 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Secretary then and there acknowledged that ~~she~~ (she), as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as ~~the~~ (her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, and for the uses and purposes therein set forth.

Given unto my official hand and seal the day and year first above written.



Tanya M. LaBuda
Notary Public

This Instrument was Prepared by: McCarthy, Duffy, Neidhart & Snakard
180 North LaSalle Street
Suite 1400
Chicago, Illinois 60601
726-0355

AND MAIL TO -----

Identification No. _____

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EXHIBIT "A"

LEGAL DESCRIPTION

Units 31A; 31B; 35A; 35B; 37A; 37B; 43A; 43B; 45A; 45B; 49A; 49B; 51A; 51B; 55A; 55B; 31C; 31D; 35C; 35D; 37C; 37D; 43C; 43D; 45C; 49C; 49D; 51C; 51D; 55C; 55D of Cedarwood Condominiums as delineated on the Plat of Survey of the following described real estate: The West 1/2 of the West 1/2 of the North 1/2 of Lot 10 (except the North 33.00 feet thereof taken for street) in County Clerk's Division of Lot 2 in the subdivision of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; which Plat of Survey is attached as Exhibit to the Declaration of Condominium recorded April 6, 1984, as Document 27035659, together with its undivided percentage interest in the common elements.

Commonly known as: 7131-7155 West 107th
Worth, Illinois

SEE ATTACHED FOR PIN #'s

DEPT-91 RECORDING 586 00
TR1111 TRIN 3417 07/31/87 14 34 00
2275 - A * -57-424023
COOK COUNTY RECORDER

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PERMANENT TAX NUMBERS:

24-18-300-035-1001	Volume 245 (Unit 31A)
24-18-300-035-1003	Volume 245 (Unit 31C)
24-18-300-035-1002	Volume 245 (Unit 31B)
24-18-300-035-1004	Volume 245 (Unit 31D)
24-18-300-103-1005	Volume 245 (Unit 35A)
24-18-300-035-1006	Volume 245 (Unit 35B)
24-18-300-035-1007	Volume 245 (Unit 35C)
24-18-300-035-1008	Volume 245 (Unit 35D)
24-18-300-035-1009	Volume 245 (Unit 37A)
24-18-300-035-1010	Volume 245 (Unit 37B)
24-18-300-035-1011	Volume 245 (Unit 37C)
24-18-300-035-1012	Volume 245 (Unit 37D)
24-18-300-035-1013	Volume 245 (Unit 43A)
24-18-300-035-1014	Volume 245 (Unit 43B)
24-18-300-035-1015	Volume 245 (Unit 43C)
24-18-300-035-1016	Volume 245 (Unit 43D)
24-18-300-035-1017	Volume 245 (Unit 45A)
24-18-300-035-1018	Volume 245 (Unit 45B)
24-18-300-035-1019	Volume 245 (Unit 45C)
24-18-300-035-1020	Volume 245 (Unit 45D)
24-18-300-035-1021	Volume 245 (Unit 49A)
24-18-300-035-1022	Volume 245 (Unit 49B)
24-18-300-035-1023	Volume 245 (Unit 49C)
24-18-300-035-1024	Volume 245 (Unit 49D)
24-18-300-035-1025	Volume 245 (Unit 51A)
24-18-300-035-1026	Volume 245 (Unit 51B)
24-18-300-035-1027	Volume 245 (Unit 51C)
24-18-300-035-1028	Volume 245 (Unit 51D)
24-18-300-035-1029	Volume 245 (Unit 55A)
24-18-300-035-1030	Volume 245 (Unit 55B)
24-18-300-035-1031	Volume 245 (Unit 55C)
24-18-300-035-1032	Volume 245 (Unit 55D)

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