# CSC 1996 2000

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#### MORTGAGE

THIS MORTGAGE made as of January 8, , 1987 by and between First National Bank of Cicero, a National Banking Association, duly authorized to accept and execute trusts in the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said assocation in pursuance of a Trust Agreement dated December 23, 1986 and known as Trust No. 9133 (the "Mortgagor"), and the Town of Cicero (the "Mortgagee").

#### WITNESSETH:

THAT, WHEREAS, Mortgagor has concurrently herewith executed and delivered a mortgage note bearing even date herewith (the "Note") in the principal sum of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00), made payable to Nortgagee, in and by which Note Mortgagor promises to pay out of the assets of the trust estate held under the Trust Agreement the principal sum and interest thereon at the rate and in installments as provided in the Note. All of said principal and interest are made payable at such place as the holder or holders of the Note (the "Holders") may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee in Cicero, Illinois.

NOW, THEREFORE, Mortgager, in consideration of said debt and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms provisions and limitations of this mortgage, and to secure the performance 🕽 of the covenants and agreements herein and in the Note contained, to be performed by Mortgagor, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto Mortgagee, its successors and assigns, the real estate described in Schedule A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois which, with the property hereinafter described, is referred to as the "premises,"

TOGETHER with all improvements, tenements, eagments, fixtures, and appurtenances thereto pertaining or 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), and including but not limited to all shades, awnings, venetian blinds, screens, screen doors, storm tours and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air cooling, air conditioning, water, light, power, sanitation, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the operation of a building now or hereafter located upon said premises, it being understood that the enumeration of any specific articles of property shall



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#### MORTCAGE

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in nowise result in 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 form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purpose of this mortgage be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or herealter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and repair, without waste, and free of mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises on a parity with or superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in the premises except as required by law or municipal ordinance; (18) suifer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (h) initiate or acquiesce it no zoning variation or reclassification, without Mortgagee's prior written consent; (i) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the Note.

#### Payment of Taxes

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts

in newice result in or te neid to exclude any items of property not iperalically mentioned. All of the land, estate and property hereinabove dourlibet, real, personal had dixed, whether affixed or annexed or not carept where otherwise hereinabove specified) and all rights hereby covered and mortgager are intended so to be as a unit and are hereby universion, agreed and seclared to form a part and parcel of the real catalty and to be appropriated to the use of the real estate, as had in purpose of this more age to the use of the real estate, as had in all for secret of the solution and secret destact and conveyed and are secret destact of the solution and are secret destact and convert of the secret destact and convert of the security decreased for the purpose of the real cotate, this secret is bereigh for the purpose of creating hereby a security titlers the property, which flortgager hereby grants to Merchages as secured factor of the property, which flortgager hereby grants to Merchages as secured forty (as sith term is defined in the Uniform Commercial Code), securing said indebtedness and oblitations.

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therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

#### Tax Deposits

Mortgagor covenants and agrees to deposit upon request of 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 Mortgagee on the first day of each quarter hereafter until the indebtedness secured by this mortgage is fully paid, a sum equal to one-fourth of the last total annual taxes and assessments for the last ascertainable year (general and special) on said premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or o be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Mortgagor, concurrently with the assignment of this mortgage, will also deposit with Mortgagee an amount, based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be, for taxes and assessments on said premises, on the accrual basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit in this Section hereinabove mentioned. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the premises next due and payable when they become due. funds so deposited are insufficient to pay any such taxes or assessments (general and special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits.

#### Prior Indebtedness

4. Intentionally omitted.

#### Insurance

- 5. Mortgagor shall procure and maintain the following insurance; coverage with respect to the premises:
- (a) All buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, tornado, windstorm an extended coverage perils and such other hazards as may reasonably be required by Mortgagee (including, without limitation on the generality of the foregoing, war damage insurance in the opinion of Mortgagee such protection is necessary and is available from an agency of the United States of America) in an amount which is the greater of the principal amount of the loan secured hereby or ninety percent (90%) of the

therefor. To prevent default hereunder Mortgagor shall pay in full under protess, in the manner provided by statute, any tax or addedment which Nortgagor may desire to contest.

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replacement value of the buildings and improvements constituting the premises or, in such greater amount as may become necessary to prevent the application of any provision in such insurance policy relating to coinsurance;

- (b) Liability insurance with such limits for personal injury and death and property damage as Mortgagee may require;
- (c) Flood insurance in an amount satisfactory to Mortgagee if the premises should ever be included in a special flood hazard area as designated by the Federal Insurance Administration; and
- (d) loss of rental insurance in an amount equal to the full value of twelve (12) months' rent under leases in effect, from time to time, for the lease of any space in the premises.

All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to hortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, hortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

#### Adjustment of Losses with Insurer and Application of Proceeds of Insurance

6. In case of loss, Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized to either (a) to settle and adjust any claim under such insurance policies without consent of Mortgager, or (b) to allow Mortgagor

be paid upon the loss. \_\_\_\_

and receipt for any such insurance mon\_\_\_

the option of Mortgagee, either be applied in payme...

indebtedness secured hereby, whether due or not, or be held ry mon\_\_\_

and used to reimburse Mortgagor for the cost of the rebuilding or

restoration of buildings or improvements on said premises. The buildings

and improvements shall be so restored or rebuilt as to be of at least equally

value and substantially the same character as prior to such damage or

In the event Mortgagor is entitled to reimbursement out of

proceeds shall be made available, from time to

dith satisfactory evidence of the

achitect's Mortgagor to agree with the insurance company or companies on the amount to certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve. If the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, Mortgagee shall also be furnished with all plans and specifications for such

replacement vilue of the buildings and improvements constituting the promised or, in duen greater amount as may become necessary to prevent the application of any provision in such insurance policy relating to coincarantence;

- (b) diability incurance with such limits for personal injury and do ash dad property damage as Mertgagee may require;
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rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining the the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be applied in payment or reduction of the indebtedness secured hereby or in payment or reduction of the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if to shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of hortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to souse the interest of such purchaser to be protected by any of the satd insurance policies.

#### Stamp Tax

7. If, by the laws of the United States of America or of any state having jurisdiction over Mortgagor, any tax is one or becomes due in respect of the issuance of the Note, or recording of this mortgage, Mortgagor covenants and agrees to pay such tax in the marner required by any such law. Mortgagor further covenants to hold harmloss and agrees to indemnify Mortgagee, its successors or assigns, against any itability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

#### Prepayment

8. At such time as 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 the Note (in addition to the required payments) in accordance with the terms and conditions set forth in the Note.

#### Effect of Extensions of Time

requiring or restoration and the Mortgo, a may reasonably require and approve. We payment made prior to the Final completion of the work shall exceed minety percent (20%) of the value of the work performed, from time to time, and of of the unitabured belance of said proceeds remaining the names of Mortgogee and the at least sufficient to pay for the cost of coupletion of the work free and clear of liens.

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#### Scamp Tax

If, by the laws of the United States of America or of any abstrated taying jurisdiction over Mortgager, any tax is due or becomes due in search to it the issuance of the Note, or recording of this mortgare, Mortgager covensors and opens to pay such tax in the manner required by any such law. Mortgager further covensits to noid narmless and agrees to the mannerly Mortgages, its successive or assigns, against any liability incurred by general of the imposition of any tax on the issuance of the home, or recording of this Mortgage.

#### Propayment

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#### Effect of Extensions of Time

9. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable thereon, 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, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

#### Effect of Changes in Laws Regarding Taxation

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 land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or lies 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 property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the Holders, there, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a)it might be unlarful to require Mortgagor to make such payment or (b) the making such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured herety to be and become due and payable sixty (60) days from the giving of such notice.

#### Mortgagee's Performance of Defaulted Acts, Subrogation

In case of default therein, Mor gagee may, but need not, make any payment or perform any act herein or in any loan documents evidencing or securing the indebtedness secured hereby or any indebtedness secured by a prior encumbrance, required of Mortgago,, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, in any, and purchase, discharge, compromise or settle any tax lien of other prior lien or title or claim thereof, or redeem from any tax sale or forfaiture affecting the 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 accruing to it on account of any default on the part of Mortgagor. Should the proceeds of the Note or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the premises or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security

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9. If the payment of said indebtedness or any part thereof be established an various or if any part of the security be released, all persons sow or at any time perceiver limbs thereon, or interested in the premises, as it is not to assent to such extension, variation or release, and their isosify and the lien and all provisions hereof shall continue in full sorce, and a full recourse against all such persons being expressly reserved by Mortgagee, notwithstending such extension, variation or release.

#### Effect of Changes in Laws Regarding Taxation

19. In the event of the engetment after this date of any law of the state in which the premises are located deducting from the value of tack for the purpose of taxetion ony lien thereon, or imposing upon the case and are payment of the whole or any part of the taxes or assessments or charges or lives norein required to be paid by Hortgager, or changing in my hay the laws relating to the taxacion of mortgages of debts secured by max"gages or the nortragee's interest in the property. Or the manner of nother to the same of the action wertgage of the cost accorded actably or the Milders, then, and is any such event, Mortgagor, upon denand by "ertrages, anoil pay ruch taxes or assessments, or reimbures Moreganes correfor; provided, sowever, that if in the spinion of counsel for "of dagge (a) it might be unlowful to require Hortgagor to make such phyment or (a) the making auen payment might result in the imposition of interest be some the maximum amount permitted by inch then and in such event, Nortgages may elect, by notice in writing given to Mortgager, to declare all of one indebtedment secured hereby to be and become que and payable staty (60) days from the giving of each habites.

#### Mortgages's Performance of Defaulted Acts, Subrogation

11. In case of derault therein, Nortgagee may, but need not, make any payment or persons any act nesein or in any loan documents evidencing or accurate, we indebtedness secured hereby or any indebtedness resoured by a prior equipmence, required of Mortgagor, in any form and dailer deemed expendint, and may, but need not, make full or partid payments of principal or interest on prior encumbrances, if any, and purchase, discourge, compromise or settle any tax lien or other prior lien or bible or albim thereof, or reason from any tax sale or forfortupe affecting the premises of contest any tax or assessment. All maneys paid for any of the purposes norein nathorized and all expenses paid or incurred in connection therewith, including attorneys! Rees, and any other moneys saviated by Mortgathe to protect the premises and the frem hereof, shall be as much aiditional indebteapess secured nereby, and shall become creediately due not payable without notice and with interest thereon at the just materity rote. Inaction of Mortgagee anall never be considered as a ablier of any fight accruing to it on account of any default on the part of Westgager. Should the proceeds of the Note or any part thereof, or any mount paid out or advanced hereunder by Mortgogee, be used directly or cattrootly to pay off, discharge or sotiaty, in whole or in part, any lien or additioned upon the premises or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security

hereunder, the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

#### Mortgagee's Reliance on Tax Bills, Etc.

12. 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 of amount of any claim for lien which may be asserted.

#### Acceleration of Indebtedness in Case of Default

13. If (a) default be made for five (5) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) Mortgagor or any affiliated Person shall file a jetition in voluntary bankruptcy or under any provision of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or Stay of involuntary proceedings within (er (10) days, as hereinafter provided; or (c) Mortgagor or any affiliated Person shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or any Affiliated Person or for all of its property or the major part thereof in any involuntary proceeding for the reorganitation, dissolution, liquidation or winding up of Mortgagor or any Affiliated Person, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) Mortgagor or any Affiliated Person 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; or (e) Mortgagee shall have the right to declare the indebtedness secured hereby due and payable pursuent to paragraph 34 hereof; or (f) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor or any Affiliated Person and the same shall continue for ten (10) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

#### Foreclosure; Expense of Litigation

nereunder, the flortgages shall be subrogated to any and all rights, equal or constint titles, liens and equities, owned or claimed by any owner or asider of haid outstanding liens, charges and indebtedness, however remote, regirdless of whather said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof apon payment.

#### Martgareo's Reliance on Tax Bills, Etc.

12. Mortgage in making any payment noreby outhorized: (a) relating to taxed and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office vithout taggary into the securacy of such bill, statement or estimate of into the calldity of any tax, assessment, silo, forfeiture, tax lies or title or cisim abereaf; or (b) for the purchase, discharge, compromise or settlement of any other prior lies, may do so without inquiry as to the validity of any claim for lies which say be asserted.

#### Ancelonation of indebtedness in Case of Default

13. If (1) default be node for five (5) days in the due and pubcinal payment of the Note, or any installment due in accordance with the seria thereof, disner of principal or interes; or (b) Hortgagor or any offitiaced Person shall file a potition (i) ofuntary bankruptcy or under any provision of the Federal Bankruptey tode or any similar law, state or isderal, whether now or hereafter existing, or an answer admitting insolvency or anability to pay its disks, or fail to obtain a vacation or Wasy of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) Hortgagor or any affiliated Person shall be adjudicated a bhakrup(, or a tructee or a receiver chall be appointed for Marigager or mry Affiliated Person or for all of its property or the major part thereof in any involuntary procesuing for the reorganization, dissolution, luquidation of winding up or Mortgagor or any Affiliated Person, and such trustra or receiver and Tot be discharged or such jurisdiction solingulated of vacated or stayed on oppeal or otherwise stayed within ten (16) days; an (d) foregager or any Affiliated Person and L make an assignment for the benefit of creditors, or anall aumit in writing its inability to pay als debts generally as they become due, or small consecut to the appointment of a receiver or trustee or liquidator of all of its procestly or one major part thereoff or (e) Mortgagee anall have the right to declaratine indebtedness secured hereby due and payable parsuant to paragraph (a dereof; or (f) default shall be made in the due observance or performance of any otner of the covenants, agreements or conditions service elere or norvicalizer contained, required to be kept or performed or opported by Hortga or any Affiliated Ferdon and the same shall continue for ten (13) days, then and in every such case the whole of said principal sun hereby secured shall, at once, at the option of Mortgagee, become immediacely due and phyable, together with accrued interest thereon. without notice to Martgagor.

Porcelocare; Expense of Litigation

When the indebtedness hereby secured, 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 It is further agreed that if default be made in the payment of any part of the secured indebtedness as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof. Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceedings being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this mortgage for the unmatured part of the secured indebtedness; and it is agreed that such sale pursuant to a partial forecleaves, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part of this mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the secured indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness for any matured portion of the secured indebtedness without exhausting the power to foreclose and to sell the premises pursuant to any such partial forest sure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

In any suit to foreclose the lien hereof (including any partial foreclosure) or to enforce any other remedy of 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 reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication cost, 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 and value 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 the value of the premises. All expenditures and expenses of the nature in this Section 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

When the indebtedness hereby secures, or any part thereof, saydi become due, unecher by acceleration or otherwise, Mortgagee shall asset the right to forestone the lied hereof for such indebtedness or part bidmoof. Is id forcoor agreed that if default be made in the payment of ing part of the secured indebtedness as an alternative to the right of forestosure for the full agenced indebtedness after acceleration thereof, Ander you analt have the right to institute partial foreclosure proceedings with respect to the portion of hald indebtedness as in default, an if under g full Careclosuru, and without inclaring the entire decured indubtedands the (such proceedings boing hereinafter referred to as a "partial interiorate"), and provided that if forceleaure cale is hade because of diffiult of a part of the absorbed indebtedness, auch sale may be made agbiect to the continuing Item of this mortgage for the unmatured part of tes accured indebisiness; and it is agreed that auch sale pursuant to a derviou foreeloades, if so made, aball not in any manner affect bac ear stured part of the secured indebtedness, but as to such unmatured part of this portfage and the lien thereof shall remain in fail force and effect just as though no foreclosure sale had been made under the provisions of till Section. Youwitestanding the filling of any partial foreclosure or earry of a deeree of acts therein, Mortgogee may steet at any time prior to a forestable and a pursuant to once decree, to discontinue such partial farestoours and to accelerate the secured inconceduess by reason of any anchined default or defaults upon which auch partial foreclosure was predicted or by reason of any other definites, and proceed with full Forestoring price ediags. It is further agreed that several foreclosure sales may be made purpulate to partial Joreclosures without exhaulting the eight of full or nartial foreclosure sels for any unnatured part of the seedre: (adebtedness, it being the purpose to provide for a purbial breeleader sale of the secured indebtedness for any matured portion of the is used indebtenness without whausting the power to foreclose and to sell ina premises pursuant to any nuch partial foreclocare for any other part of . . . secured indebtedaeds esther matured at the time or subsequently inturing, and without examusting one right of acceleration and full .64000109561

In any such to foreclose the lien hereof (including any partial forecliance) or to enforce any other remedy of Mortgagee under this noregage or the Note, there shall be allowed and included as additional indepindent in the decree for sale or other judgment or decree all expendingres and expenses which may be paid or incurred by or on bohalf of "ortwaxee for reasonable attorneys' fees, appraiser's fies, outlays for councentary and expert evidence, stenographers' charges, publication cost, and couta (watch may be estimated as to items to be expended after entry of ere derree) of procuring all such abstracts of title, title searches and exaginations, title incurance policies, Torrens certificates, and similar ager and assurances with respect to title and value as Mortgagee may deum reasonably nacessary either to prosecute such suit or to evidence to lidders of any sale weich may be had pursuant to such decree the true sond() on of the title to or the value of the premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and feas as may be insurred in the protection of the premises and the saintenance of the lien of this mortgage, including the fees of any

attorney employed by Mortgagee in any litigation or proceedings affecting this mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding 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.

#### Application of Proceeds of Foreclosure Sale

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 Section 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; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

#### Appointment of Receiver

Upon, or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of the premise. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any Holders may be appointed as such receiver. Such receiver shall have power: (a) to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Acrtgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) 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 issuance of a deed se 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 mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) 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 his hands in payment in whole or in part of: (a) 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

absorbey employed by Mortgaged in any litigation or proceedings affecting bold mortgage, the fote or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, anall be immediately due and payuble by Mortgagor, with interest thereon at the post materity rate and about be ascered by this mortgage.

#### Application of Proceeds of Foreclosure Sale

In. The proceeds of any foreclosure saie of the premises shall be sistificated and applies 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 Section hereoff; and other thems which under the terms hereof constitute accured indibteducts additional to that swidenced by the Note, with interest factors, interest targets and inversat remaining angular on the Note; fourth, any everplus to Mortgagor its successors or ansatzes, as their rights may appear.

#### Appointment of Leceiver

16. Upon, or at any time ofter the filing of a complaint to Corectore unit moreyage, the court in which such complaint is filed may associat a receiver of the premises. Such appointment may be made either soffers on after date, without notice, without regard to the ablvency or this leavy of Mortgagor at the time of application for such receiver and Without regard to the than value of the premises or whether the same chall be then occupied as a homestead of not uni Mortgagee hereunder of any Wolders has be appointed as such receiver. Such received shall have power: pertency of awen forestown, and the ende of a sale and a deficiency, ducing the full structury period of resemption, whether there be redempiled or now, is well us during any further times when Hortgeger, except for the intervention of anon requiver, whald be entitled to collect auch rents, tasura and profita; (ii) to extend or modify any then existing lengen and to nake ten leades, will be extensions, modifications and new leades may provide for terms to explice, or for options to leaders to extend or renew terms to expire, repart to maturity dute of the issuance of a dead or deeds to a objections of the chief at a forestorure and, it being understood and is set that the sent seases, and the options or other such provisions to be cours ned Werein, shall be binding upon Bortgagor and all persons whose superects in the premises are subject to the lien hereaf and upon the purchaster or purchasers of any foreclosure sale, notwithstanding any Polergical from sale, dischurge of the mortgage indebtedness, satisfaction of any foreclosure dictoe, or instance of any constituente of sale or deed to any subsections (a) all state powers which may be necessary or are ssial in such cuses for the protection, passession, control, management and operation of the premises during the whole of said period. The court from came to time may authorize the receiver to apply the net income in his about in payment in whole or in part of: (a) the indebtedness secured horeby, or by any decree foreclosing this mortgage, or any tax, opecial assessment of other lies water may be or become superior to the lies sereof

or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

#### Assignment of Rents and Leases

17. To further secure the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Section 18 hereof) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenuncy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Section 18 hereof.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises nes been or will be waived, released, reduced, discounted or otherwise discharged or comprised by Mortgagor. Mortgagor waives any rights of setoff against any person in possession of any portion of the premises. Mortgagor agrees that it will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Section 18 hereof. In the exercise of the powers herein granted Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this Section 17 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary

or of such accree, provided such application is made prior to foreclosure able; and (b) the deficiency in case of a sale and deficiency.

#### Assignment of Reata and Leades

17. In further secure the indestegness secured hereby, Mortgagor surphy andly, addigno and bransfers unto Mortgages all the rents, issues and profits now due and unich may hereafter become due under or by virtue of any loade, undersor written or serbal, on any letting of, or of any appendent for the use or occupancy of the premises or any part thereof, which may have been here ofore or may be hereafter made or agreed to or writer may te made or agreed to by Mortgagee under the courts perein arraced, it boing the intention nereby to establish an absolute transfer and assignment of all more leaded and agreements, and all the avails thereander, to Mertgages. Moregager hereby irrevocably consinus Mortgager the true and lawful accorney in its name and stead (without raking passession of the premises as provided in Section 18 hereof) to rent, lense or is all or any portion of the premises to any party or parties at such restal and upon such terms as said Moragage should in its discretion, devenuate, and to collect all of said avails, rents, issues and profits artitle from or seruing of any time noneefficies, and all now due or that may as easter become the under cach and every of the leaves and agreements, arester or verbal, or other tenancy existing, or which may bereafter exist on the president with the same rights and powers and subject to the same immedities, economition of liability and rights of recourse and indendity as Moregagee would have upon taking procession pursuant to the provisions Suction 13 nereof.

Verifying represents and agrees that no real has been or will be paid by any person it possession of any portion of the premises for more than ane installment in advance and that the payment of none of the reals to account for any portion of the said premises has been or will be wrived, released, riselanted or otherwise discharged or comprised by interpayor. Moregager valves any rights of setoff against any person in possession of the premises. Mortgager agrees that it will not absign any of the reals or profits of the premises, except to a purchaser or grant e of the premises.

Yeld and constituting the contained shall be construed as constituting the differ of morteling of actual parameters of the promises by Mortgagee pursuant to Socion 18 hereof. In the exercise of the powers nerely granted Mortgagee, all such liability oring expressly valves and reloased by Mortgagee.

Nortgage, r further agrees to assign and transfer to Mortgage all factors leases upon all or any part of the premises and to execute and deliver, it the request of Mortgage, all such further nonurances and easigneeds in the premises as Mortgagee shall from time to time require.

Although at is the intention of the parties that the hasignment equitained in this Section 17 and 1 be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary

notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this mortgage or the Note.

#### Mortgagee's Right of Possession in Case of Default

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 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. In such event 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, records, papers and accounts of Mortgagor or then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, 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 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: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) 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 any foreclosure sale, notwithstanding any redemption for sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting 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.

notwith thuding, that Mortgagee shall not exercise any of the rights or powers confered upon it by this Section until a default shall exist under this mortgage or the hote.

#### Martgagee's Fight of Possession in Case of Default

ty. In pay case in which under the provisions of this mortgage Morthly das a right to institute foreclosure proceedings, whether before or after one weale principal our secured nereby is declared to be ammediately due as aforegaid, or whother before or after the institution of taight enoged inguito foreclose the lies hereof or before or after sale thereacher, forthwith, upon denand of Mortgagee, Mortgager and Contrender so Mortjeyee and Mortgagee anall be entiried to take actual possession of the practiced or any part thereof personally, or by its agent or attempts es for condition broken. In auch event Mortgagee in it officeration may, with an without force and with an without process of Law, enter upon and title and maintain percension of all or any part of self premises, together with all decuments, books, records, papers and accounts of Mortgagor or anen orne, of the premises relating thereto, and may exclude Hortgager, its arenes on servants, wholly therefrom and may at actorney-in-fact or agent of Mortgajor, or in its own name as Mortgagee and under the powers herein gerater, notd, operate, manage and control (h) premises and conduct the suctioned if any, thereof, either personally or by its agants, and with fall power to use such measures, legal or equitable as in its discretion or is the discretion of its successors or assigns may be deemed proper or recessary to enforce the payment or recurity of the avails, rents, issues and profits of the premises, including actions for the recovery of rent, actions it forcible detainer and setions in distress for rent, and with full power: (a) to concel or terminate any lease or sublesse for any cause or it and ground union would entitle Mortgagor to concel the same; (b) to elect to disoffirm any leade or sublease which is then subordinate to the tion nereof; (c) to extent or modify any then existing leades and to make sew leaded, welca extensions, modifications and new leaded may provide for term, to expire, or for options to lessees to extend or renew terms to expire, beyond the inturity dare of the indebteiness nerconder and beyond and date of the lagrance of a deed or deeds to a parenager or purchasers at a corect sure that any successful and agreed that any such leases, ing the options or siner age; provisions to be contained therein, shall be binding unout fortgager and all persons whose interests in the premises are 345ject to the lien hereof and upon the purchaser or purchasers at any Correlature sate, notwicestanding any redemption for sale, discharge of the mortgage indebtedness, sittsfiction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, raplacements, a) terations, additions, bettermints and improvements to the premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Martgagee's possession, operation and management thereof; and (f) to receive all of such avails, ments, issues and profits; nereby granting full power and authority to exercise each and every of the rights, privileges and powers nerein 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. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any 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 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. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagoe therefor immediately upon demand.

#### Application of Income Received by Mortgagee

- 19. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 17 and Section 18 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.
- (a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee ind 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:
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on the premises;
- (c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, and of placing the premises in such condition as will, in the judgement of Mortgagee, make it readily rentable;
- (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

#### Mortgagee's Right of Inspection

20. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

#### Condemnation

21. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award of any claim for damages for any

Aprigages shall not be obligated to perform or distantial, nor object to nereby undertake to perform or distantial, and obligation, duty or indentity under any leases. Mortgager and!! and does hereby agree to indentify and note Nortgage narmiess of and from any and all liability, not of amage which it may or might incur under said leases or under or by meason of the assistant thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any all obligations or undertakings on its part to perform or discusting of any of the terms, covernants or agreements contained in said leases. Should where you incur any such ilability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defence of any claims or demands, the amount thereof, ar in the defence of any reasonable attorneys! fees, anall be secured hereby, and lorely and more remembers and the attorneys! fees, anall be secured hereby, and lorely and more remembers.

#### Application of Incomp Received by Martgagee

- 19. Mortgagee, in the exercise of the rights and powers nereinabove conferred upon it by Section 17 and Scotlon 18 hereof shall nave full power to use and apply the avails, conts, issues and profits of the premines to the payment of or an account of the following, in such order as Mortgagee has determine.
- (a) to the payment of the operating expenses of said property, including cook of management and leading thereof (which shall include reanonable compensation to Mortgagee and its agent or agents, if management or evelogated to an agent or agenta, and shall also include leade commissions and occur compensation and expenses of secting and procuring that premiums on incurance hereinabove authorized;
  - (b) to the payment of taxes and special assessments how due or anion may hereafter become due on the premises;
- (c) to the payment of all repairs, decorating, conewals, "palacements, attackations, additions, betterments, and improvements of the premises in such condition as will, in the judgement of Mortgagee, make it readily rentable;
  - (d) to the payment of any indebtedness secured hereby or any sectionary which may result from any foreclosure sale.

#### Mortgagee's Right of Inspection

20. Nortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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21. Mortgagor hereby assigns, transfers and sets over unto Mostgagee the envive proceeds of any award of any claim for danages for any

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of the premises taken or damages under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagor is authorized by Mortgagee's election as aforesaid to build or restore, the proceeds of the award shall be paid out in the same manner as is provided in Section 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mcrigagor shall pay such cost in excess of the award, before being entitled to eimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, as the first succeeding date on which Mortgagor could so elect) to prepay the indebtedness in accordance with the terms of the Note.

Release Upon Payment and Discharge of Mortgagor's Obligations .

22. If Mortgagor shall fully pay all principal and interest on the Note, and all other indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this mortgage shall be null and voit. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

#### Giving of Notice

23. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the delivery thereof to the individual to whom addressed or the mailing thereof by certified mail addressed to:

MORTGAGOR: c/o Arthur A. Chaloupka 1830 S. Cicero Avenue Cicero. IL. 60650

MORTGAGEE: Town of Cicero 4937 W. 25th St. Cicero, IL. 60650

of the premises taken or dunages under the power of eminent domain or by confoundation. Nortgagee may elect to apply the proceeds of the adard upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Moragagor to restore or rebuild, in which event the proceeds anall be neld by Mortgagee and used to reimburse Mortgagor for the cost of and rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgages. In the event Mortgagor is authorized by Mortgagee's election as addressed to built of restore, the proceeds of the award analy be paid out is tay yare manuar as is provided in Section 6 nerval for the payment of the water or seeds toward the coat of rebuilting or rectoration. If the casure of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such east in excess of the oward, before celds entitled to reunbursebont out of the bward. Any services which may remain out of said award after payment of such cont of roullding or restorition chall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other tarty entities thereto. In applying the proneeds of any award on account of the indebtedness secures hereby, Meragague anail be entitled to callect, but of the proceeds ) the bward, a premium on the amount prepait, at the same rate as though Harriager had elected at the time of such application of proceeds (or if Marryagar then has no such election, as the first succeeding date on which Cortyagor could so elect) to propay the ordebtedness in accordance with the terms of the Note.

Release Upon Payment and Discharge of Martgagor's Obligations

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23. Any notice which cither party hereto may dealed on be required to give to the other party shall be in writing and the delivery thereof to the individuel to whom addressed or the mailing thereof by centified hall addressed to:

MORTGAGOR: o/o arthur A. Chaloupka 1830 S. Cicero Avenue Cicero, IL. 60650

> MORTGAGEE: Town of Cleero 1937 W. 25th St. Cleero, IL. 60650

Attn: Steven C. Filipowski

or at such other place as either party hereto may be notice in writing designate as a place for service of notice shall constitute service of notice hereunder.

#### Waiver of Defense; Remedies Not Exclusive

24. No action for the enforcement of the lien or 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. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this mortgage or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deet of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this nortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given becaunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee and Mortgagee day pursue inconsistent remedies. No waiver of any default of the Mortgagor hereunder shall be implied from any omission by the Mortgagee or helders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

#### Waiver of Statutory Rights

25. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of 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 marshaled 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 hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person except decree of judgement creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the

Attn: Steven C. Filipowski

or obtained other place as either party hereto may be notice in writing designate as a place for service of notice shall constitute service of notice agreement.

#### Waiver of Defense; Remedies Not Exclusive

24. No notion for the enforcement of the lien or any providion nament anall be avoiect to any defense which would not be noted and avoriable to the party interposing same in an action at law upon one Nate. Northeager anelt be entitled to afforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this mortinge or other agreehent or any 📐 😂 how or horeafter in force, notwithstanding some or all of the said indebtedness and obittions secure: dereby may now or hereafter be otherwise secured. andther by mortgage, deed of trust, pladge, lieg, assignment or otherwise. hinter the acceptance of this mortgage nor its enforcement whether by oburt botion or beneficial powers herein contained, shall prejudice or in any namer affect Mortgagee's right to realize upon or enforce any other security now or serenfier held by Mortgague, it being agreed that Mortgager as the entitled to enforce this mark against enter remedy herein or at any occavided or permitted, but earn small be cumulative and thall be in addition to every other remedy given behealder or now or hereafter existing or tow or in equity or by statute. Every power or remedy given hareby to Mortgogen or to which it may be otherwise entitled, may be exercised, consummently or independently, them time to time, and us often as it may be assence expedient by Mortgagee and Mortgagee may pursue inconsistent resoling. No warver of any default of the Mortgagor hereunder shall be im ligh from any omission by the Mortgagee or Holders to take any action on neconn. of aden default 🕡 auch default persiats or 'e repeated, and no express waiver anall aftert any default other than the default apecified in the express waiver and that only for the time and to the extent therein . bed: 38

#### dalver of Statutory Rights

Mortgagor anall not and will not apply for or avail itself of any apprisement, valuation, away, extension or exemption laws, or any so-called "Mortfortium Laws," now existing or hereafter enacted, in order to prevent or ender the enforcement or fireclosure of this mortgage, but nereby saives the knefft of such laws. Mortgagor for itself and all who may right curough or anner it waives any and all right to have the property and estates comprising the premises marshaled upon any foreclosure of the lien hereof and agrees that any court naving jurisdiction to foreclose such that may order the bremises sold as an entirety. Mortgagor hereby vaives any and all rights of recemption from sale under any order or decree of foreclosure of this nortgage on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person evere of judgement creditors of Mortgagor in its representative expected of the trust estate.

premises subsequent to the date of this mortgage.

#### Post Maturity Rate

26. "Post maturity rate" as used herein shall mean interest at Nine percent (9%).

#### Binding on Successors and Assigns

27 This mortgage and all provisions hereof, shall be binding upon Mortgager and all persons claiming under or through Mortgager, and shall inure to the benefit of the Holders from time to time and of the successors and resigns of the Mortgagee.

### Definitions of "Morcoagor", "Mortgagee" and "Affiliated Persons".

the original Mortgagor named in the preambles hereof; (b) said original Mortgagor's successors and assigns; and (c) all owners from time to time of the premises. The words "Affillated Persons" when used herein shall mean any and all of: (a) guarantor of any of the obligations of Mortgagor under the Note, this mortgage, or any Loan Agreement; (b) if Mortgagor is a trustee, beneficiaries of the trust including the general partners of any general or limited partnership which is a beneficiary of the trust. The words "Holders" and "Mortgagee" when used herein shall include all successors and assigns of the original holders and Mortgagee identified in the preambles hereof.

#### Captions

29. The captions and headings of various paragraphs of this mortgage 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.

#### Construction Mortgage

30. The within Mortgage secures an obligation incurred for the construction of improvements on the Premises and constitutes a "construction mortgage" within the meaning of Section 9-313(1) of the Illinois Uniform Commercial Code.

### Execution of Separate Security Agreement, Financing Statements, etc.

31. Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, or cause any Affiliated Person to so execute, acknowledge and deliver to Mortgagee, a security agreement, financing statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor or such Affiliated Person, as the case may be, which in the sole opinion of Mortgagee is essential to the

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premises subsequent to the date of this mortgage.

#### Post Magariny Rate

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#### finding on Successors and Assigns

27. Tais cortgage and all provisions hereof, shall be binding upon Hertgager and all persons claiming under or through Mortgager, and built inure to the heaefit of the Holders from time to time and of the caseesors and casigns of the Mortgagee.

Oef.mirions of "Mortgagor", "Mortgagee" and "Affiliated Persons"

28. The word "Mortgagor" when used hereit shall include: (a) and original mortginal Mortgagor named in the prosmbles hereof; (b) said original Mortgagor's successors and assigns; and (c) all owners from time to time of the predises. The words "Affiliated Ferson!" when used nerely shall mean any and all of: (a) guaranter of any of the obligations of Mortgagor under the Mort, and the final and the constant of Mortgagor is a crustley, beneficiaries of the trust, including the general partners of any general or limited partnership which is a boneficiary of the trust. The verts "Mortgage" when used herein and linclude all savingers and assigns of the original Holders and Mortgagee identified in any presmits nereof.

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Execution of Separate Security Agreement, Filancing Slatements, etc.

31. Nortgagor, upon request by Nortgagee from time to time, and it execute, acknowledge and deliver to Nortgagee, or cause any A. Ellinted Person to no execute, acknowledge and deliver to Nortgagee, a accurity agreement, financing atalement or other aimilar accurity in form hautsfactory to Mortgagee, covering all property of any kind whatsonver owned by Nortgagor or such Affiliated Person, as the case may be, which in the sole opinion of Mortgagee is essential to the

operation of the premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the state in which the premises are located, and will further execute, acknowledge and delivery, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on Lemand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such document.

### Partial Invalidity, Maximum Allowable Rate of Interest

Mortgago and Mortgagee intend and believe that each provision in this mortgage and the Note comports with all applicable local, state and federal laws and judicial decisions. However, if provisions, in this mortgage or the Note is cound by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or provision or provisions of this mortgage and the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion provision, or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this mortgage and the Note shall be construed as if such illegal, invalid unlawful, void or unchroreable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this mortgage and the Note shall continue in full force and effect. 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 be paid or agreed to be paid to the Holders for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. 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 Holders shall ever receive as interest in 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.

Mortgagee's Lien for Service Charge and Expenses

33. At all times, regardless of whether any loan proceeds have

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openalish of the prealess and which constitutes goods within the meaning of the Uniform Commercial Code or concerting union there may be any doubt where the title to sade has been conveyed by or security internat perfected by thic Montgage under the laws of the state in which the premises are located, and will further execute, acknowledge and delivery, or name to be executed, acknowledged and delivered as thement, at ideas in other contains at ideas or at ideas or other contains a different may request in order to perfect, preserve, maintain, contined and extend the security interest under and the priority of this contined and such security instrument. Mortgager further agrees to pay to marks and such security instrument. Mortgager further agrees to pay to concept on demand all couts and expenses incurred by Mortgager in conception with the preparation, execution, recording, filing and refilling any such document.

Partial Invalidity, Maximum Allowable Rate of Interest.

32. Mortgagor and Mortgagee intend and Telleve that each providing in this mortgage and the Note comports with all applicable local, acute and federal laws and judicial decisions. ) However, if provisions, in this martgage or the Note is found by a court of law to be in violation of may applicable local, state or federal or illiance, statute, law, administrative or judicial decision, or provisions of this moregage and the Note to be illegal, invalid, unlawful, void ac unemforcable as aratten, then it is the intent both of Hortgagor and Martgager that such portion provision, or provisions shall be given force to the fillest possible extent that they are legal, valid and enforceable, that the remainder of this mortgage and the Note shall be construed as if auch illegal, invalid unlawful, void or unenforceable portion, provision or provising were not contained therein, and that the rights, abligations and interest of Martgagar and Wortgague under the remainder of this nortgage and the Note shall continue in full force and effect. All agreements nergin and to the Note are expressly limited so that in no contingency or event anathogyer, whether by reason of advancement of the proceeds hereof, acceleration of artarity of the unpaid principal balance of the Hote, or ornersise, shall the chount be paid or agreed to be paid to the Bolders for the ase, forbegrance or detention of the money to be advanced hereunder exceed the bornest lawful rate permissible under applicable usury laws. it in any officumutances wastspever, fulfillment of any provision nereof or os the Note or any other agreement referred to herein, at the time performance of auch provision anall be due, shall involve transcending the times of validity prescribed by law which a court of competent jurisdiction may deer applicable nereto, then ipso facto, the obligation to be fulfilled anall be reduced to the limit of such validity and if from any circumstance the Helders shall ever receive as interest in amount which would be extrasive interest anall be applied to the reduction of the unpaid prin ipal balance due under the Note and not to the payment of interest.

Naregages's Lien for Service Charge

33. 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 commissions, service charges, liquidated damages, expenses and advances due to or incurred by 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.

### Maintenance of Mortgagor's and Affiliated Persons' Interest; Additional Financing

- 34. Mortgagor shall not suffer or permit any of the following to occur:
- (a) The transfer of title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise;
- (b) The assignment of the beneficial interest in the trust constituting the Mortgagor, whether by operation of law, voluntarily or otherwise;
- (c) The encumbering of title to the premises by the lien of any mortgage, trust deed or other instrument in the nature of the mortgage or trust deed, the collateral assignment, pledge or hypothecation of the beneficial interest in the trust constituting Mortgagor hereunder or the assignment, pledge or hypothecation of the avails, rents, issues or profits of the premises, as, in any case, security for any loan or obligation other than the loan secured hereby; or
- (d) The transfer, pledge or hypothecacion, whether by operation of law, voluntarily or otherwise, of more than fifty percent (50%) of the voting stock of any corporate Affiliated Person of of any subsequent corporate mortgagor (other than a land trust mortgagor) who succeeds to title to the premises pursuant to this paragraph 34.

If any of the events set forth in subparagraphs (1)-(d) of this paragraph 34 shall occur without Mortgagee's prior written consent, Mortgagee shall have the right to declare the entire indebtedness secured hereby immediately due and payable and to exercise all rights and remedies granted to Mortgagee under this mortgage in the event of default hereunder. In the event Mortgagee declares the indebtedness due and payable pursuant to this paragraph 34, there shall be added to the principal balance secured hereby an amount equal to the prepayment penalty which would be due if a prepayment in full was then being made pursuant to the terms of the Note.

#### Applicable Law

35. This Mortgage, the Note and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and government by the laws of the State of Illinois, provided, however, that in the event all or any portion or portions of the premises are not located in said state, then and in such event the enforcement hereof against the premises, or portion or portions thereof, located outside of such state,

been discurred, this mortgage secures (in addition to any loan proceeds arbitroed from time to time) the payment of any and all loan commissions, sorvice charges, liquidated damages, expenses and advances due to or incurred by Mortgages in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

Maintenance of Mortgagor's and Affillated Persons' Interest: Additional Financing

- 34. Mortgagor shall not suffer or permit any of the following to occur:
  - (a) The transfer of title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise.
    - (b) The addignment of the beneficial interest in the trust constituting the Mortgagor, whether by operation of law, voluntarily or conservise;
- (c) The encumbering of title to the premises by the lien of any mostgage, trust deed or other instrument in the nature of the mortgage or trust deed, the collateral assignment, riedge or hypothecation of the beneficial interest in the trust constituting Mortgagor nersunder or the anxignment, pledge or hypothecation of the avails, rents, issues or profits of the premises, as, in any case, security for any loan or obligation other than the loan secured hereby; or
  - (a) Ine transfer, pleage or hypothecation, whether by operation of law, voluntarily or otherwise, of more than fifty percent (80%) of the voling stock of any corporate Affiliated Person or of any subsequent corporate mortgagor (other than a land trust mortgagor) who succeeds to title to the premises pursuant to this paragraph 3%.
- If any of the events set forth in subparagraphs (a)-(d) of this puragraph 3% chaif occur without Mortgagee's prior written consent, Mortgage shall have the right to declare the entire indebtedness secured noteby immediately due and payable and to exercise all rights and remedies granted to "ortgage under this nortgage in the event of default hereunder. In the event Mortgage declares the indebtedness due and payable pursuant to this paragraph 3%, there shall be added to the principal balance secured hereby an amount equal to the prepayment penalty which would be due if a prepayment in full was then being made pursuant to the terms of the Note.

#### Applicable Law

35. This Mortgage, the Note and all other instruments evidencing and decuring the loan secured hereby shall be construed, interpreted and government by the laws of the State of Illinois, provided, however, that in the event all or any portion or portions of the premises are not located in aging state, then and in such event the enforcement hereof against the area or portion or portions thereof, located outside of such state,

and remedies therefor, shall be governed by the laws of the jurisdiction in which the premises or such portions are located.

This mortgage is executed by First National Bank of Cicero, 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 said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on Mortgagor or in said Bank or on any beneficiary who is not a guarantor, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a convenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgages and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and said Association personally are concerned, the Holders and the owner or owners of any indeptedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof for the payment the eof by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) assets of the Trust Estate under the Trust Agreement; (3) any other security given to secure said indebtedness; or (4) the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, First National Bank of Cicero not personally but as trustee as aforesaid, has caused these presents to be signed by its Vice Presient , and its corporate seal to be ehreunder affixed by its Assistant Secretary , the day and year first above written.

First National Bank of Cicero as Trustee aforesaid

By: Slenn & Richter

ts: ( yice President

Attest:

Maney Tomuch

Its: Assistant Secretary

This instrument was prepared by Glenn M. Mazade FIRST NATIONAL BANK OF CICERO 6000 West Cermak Road Cicero, Illinois 60650 (312) 656-3000

mais to:

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and remedies therefor, shall be governed by the laws of the jurisdiction in wated the premises or such portions are located.

Tain mortgage is executed by First National Bank of Cicero, but perayeally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said bank aireby warrants that it possesses full power and authority to execute this incorument), and it is expressly understood and agreed that nothing herein or in ania Yote contained anall be construed as creating any liability on Moregagne or on data Bank or on any beneficiary who is not a grarantor, personally to pay the naid Note or any interest that may acoide thereon, or any indobsedaess noording thereunder, or to perform any colenant either examples of implied herein contained (it being understood at a greed that each of the provisions hereof, exhept the warrenty hereinabove contained in talk execution elade, anall constitute a condition sad not a convenant or agreenest, regardless of whether the same may be cooched in language of a promise or covenant or agreement), all such liability, if any, being expressly warved by Mortgagme and by every person now or hereofter claiming any right or decurity hereunder, and that to far an Mortgagor and its a cressors and said Association personally are concerned, the Bolders and the swher or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the promises and the rents, issues and perfits thereof for the payment theriof by the enforcement of the lien alreby precied, in the manner herein and in the Note provided; (2) casets of and Truck Escate under the Trust Agreement; (3) any other security given to secure oath indebtedness; or the the personal liability of the guaranter, if any.

nk of Cicero not personally	HESTOR, First Mational Ba	EN WITNESS W
resents to be signed by its	sacid, has caused these p	bit is trustee as afore
o be chrounder affixed by	and its comporate seal u	·
Sirst above written.	the day and year	A. 20.11 (1917) 341

First National Bank of Cicero as Trustee aforesaid when I thekun 30041 2039

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This instrument was prepared by Y Glean M. Mazace FIRST BATIONAL BANK OF CICERO 5000 West Cermak Road Cicero, Illinois 60650 (312) 655-3000

: &- Ciorny

STATE OF ILLINOIS)
COUNTY OF
Cook )
SS:

I, Margaret Kritikos, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Glenn J. Richter of First National Bank of Cicero and Nancy Tomisek 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 President and Assistant Secretry, respectively, appeared before me this day 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 purposaes therein set forth; and the said Assistant Secretary then and there acknowledged that (s) he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therin set forth.

Given under my hand and notarial seal this 8th day of January 19 87

Margaret Kritikos

MY COMMISSION .... 7/24/89

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STATE OF ICLINOIS)
COUNTY OF
I, Source, a state aforesaid, DO HERERY CERTIFY, that the state aforesaid, DO HERERY CERTIFY, that the state of said sank of said sank and the personally known to me to be the same persons whose names are said said sorter to the foregoing instrument as such that the same state of said as the said said of the said said of the said said of the said said of the said
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ther (a) he, as custodian of the corporate seal of maid Bank, did offix the norporate held of said Bank to said instrument as (his) (her) oun free and voluntary set and as the free and voluntary set asid Bank, as Trustee as afforesita, for the uses and purphase therin art forth.
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#### SCHEDULE "A" LEGAL DESCRIPTION

LOTS 14, 15 AND 16 IN BLOCK 16 IN PARKHOLME, BEING A SUBDIVISION OF BLOCK 14 OF GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. HBO

PERMANENT TAX NUMBER:

16-21-415-034 (LOT 14)

16-21-415-035 (LOT 15)

16-21-415-036 (LOT 16)

COMMONLY KNOWN AS:

1826-1830 SOUTH CICERO AVENUE

APPROVED THE TOTAL STREET OF THE TOTAL STREET #83.7 # D - 另一句法---- \*\* > 治**母母母** 1894 0353 05109161 03:05:06 430 00

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### SCHEDULE "A" LEGAL DESCRIPTION

EDTS 15, 15 AND 16 IN BLOCK 16 IN PARKHOLME, BEING A SUBDIVISION OF BLOCK TH OF TAANT LARD ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, THE ROLE.

PRINCIPAL TAX NUMBER:

Mara Cook Colling Clarks Office COMMONLY KNOWN AS:

COOK COUNTY RECORDER THEE 18/90/20 6210 NOTT PROPERT 99. 954 DEPT-91 RECORDING

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