NOW, THEREFORE, in order to secure the payment of the principal and interest under the Note and the performance of the covenants and agreements contained in this Mortgage, including any extensions or modifications hereto, Mortgagor does by these

ARTICLE I.

WHEREAS, the Mortgagee is desirous of securing the payment of the Note, together with interest thereon, in accordance with the terms of the Note, and any additional indebtedness or obligations incurred by the Borrower on account of any future payments, advances or expenditures made by the Mortgagee pursuant to the Note or this Mortgage or the Loan and Security Agreement to the Note or this Mortgage or the Loan and Security Agreement (as hereinafter defined);

WHEREAS, Guerra Constrotion Co., (the "Borrower") has concurrently herewith executed and delivered a Note bearing even date herewith in the principal sum of TWO HUNDRED FIFTY THOUSAND which the Borrower promises to pay the said principal sum, plus interest thereon, at the rate specified in the Note, payments shall be made as provided in the Note, with the entire remaining balance of said principal and interest payments shall be made as provided in the Note; payments balance of said principal and interest payments shall be made of said principal and interest payments shall be made as provided in the Notes on July 1992.

All of said principal and interest payments shall be made of said principal and interest payments shall be made as provided and delivered to the Mortgagee at the Office of Mortgagee, or Mortgagee's designated agent, in Chicago, office of wortgagee, or Mortgagee's designated agent, may declare in writing; and designated agent, may declare in writing; and designated agent, may declare in writing; and

MILNESSELH:

This Mortgage, Assignment of Rents and Security Agreement is made this to the day of the terms o

VESIGNWENT OF RENTS AND SECURITY ACREEMENT

286082-48-

This instrument was prepared by:
Name: Eduardo Cotillas
Address: Assistant Corporation Counsel
Room 511, City Hall
121 North Lasalle Street
Chicago, Illinois 60602

-87 - 33098)

This instrument was prepared by:

tame: Edgardo Colillas

Address: Assistant Corporation Counsel process.

Room \$11, City Mail 121 North LaSalle Strack Chicago, Illinois 69603

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This Mortgage, Assignment of Rents and Councilly Agone For a paris this Mortgage, Assignment of Rents and Councilly Agone For a paris the same of this if the day of Aurebia and Carle of the control of paramatic but and Carle of Carle of the Carle of Carle

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Westerly, the Mortgagee is desirned of securing the payment of the Mortgage the payment of the Pares, and the securing the moradance, with the terms of the Mortgage and any additional reducations of the Mortgage of the dolors of any thruste or majorations, industries of any thruste or majorates, advances or the force of the Mortgage gutauant to the Porce or the force or the Mortgage of the Mortg

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MOM, THEREFORE, in order to secure the payment of the principal and interpret index on the principal and interpret index on Mote and the performance of the conceasing and agreement contained in this Morrgage, including any extensions or modifications became, floring agos does by these

presents, grant, bargain, sell, convey and mortgage unto Mortgagee, its successors and assigns forever and hereby represents and warrants to Mortgagee and grants to Mortgagee and its successors and assigns forever a continuing security interest in and to, all of the following rights, interests, claims and property (referred to hereinafter collectively as the "Premises"):

- (A) All of the real estate, as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all easements, water rights, hereditaments, mineral rights and other rights and interests appurtenant thereto (hereinafter referced to as the "Real Estate");
- (B) All buildings, structures and other improvements of every kind and description now or hereafter erected, situated or placed upon the Real Estate ("Improvements"), together with any fixtures or attachments now or hereafter owned by Mortgagor and located in or ca, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;
- (C) Any interests, (s) ates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Real Estate and Improvements, now owned or hereafter acquired;
- (D) All of Mortgagor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter affecting the Real Estate or the Improvements or any part thereof, and all income, rents, issues, proceeds and profits accruing and to accrue from the Real Estate and Improvements;
- (E) All right, title and interest of the Mortgagor in and to all fixtures, machinery, equipment, personal property of any kind or character now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Real Estate and Improvements;
- (F) All the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (a) proceeds of insurance in effect with respect to the Real Estate and Improvements, and (b) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of the whole or any part of the Real Estate and Improvements; and
- (G) All other property rights of the Mortgagor of any kind or character related to the Real Estate and Improvements.

IT IS FURTHER agreed, intended and declared that all the aforesaid property rights and interests shall, so far as

presents, grant, hargain, swill, convey and mortgage unto Mortgages, its successive and analyse for ever and heroby represents and account to Mortgages and account to Mortgages and its successors and assigns in continuing country interest in analts, all of the Hollowing regimes, interests, clares and property (referred to hereinafter collectively as the Premises"):

- (A) All of the real estate, as more particularly described in Exhibit "A" attached nereto and made a part hereof, together with all easements, water rights, hereditaments, mineral right; and other rights and interests appartenant thereto (hereivalue) is served to as the "Real Sacate");
- (B) All buildings ebruorass and other importance of every kind and description and or become or areas areas as a consist of the first or and the creating as a consist of the first or and and areas are also as a first or an antacherus of a consist of the first or an antacherus or an antacherus of the consist of a consist of the consecution with a consecution of the consecu
- (C) Any inserta, escates of other claims of every more, kind or nature, both in law and in squity, which Mortgagor ask has or may acquire in the Rect (waste and improvements, new owned or necestar acquires).
- (ii) All of Morigraphies interest and rights an lesson in annote all leases, soblesson in annote all leases, soblesson in a dupercafter les soblessons les des les represents affecting the solution of the les represents of any part thereof, and all recent thereof procedules and professors acceptions from the solution and the solutions.
- (B) All xint, this and nothern the Mortocart in and to all fixed to sint, in any compact of all fixed and fixed to the machinery, equipment of the contact of hereafter made in Mortagages and abtroched to the contact of in and used of the Cefor in available the the theat Tetate and improvements;
- (1) All the mendle, incerest, tight, title or other drain or demand. Which Mortgager now has or may hereafter have or acquire with respect to tage or now has or may hereafter have or respect to the first state and title and title and of the awards, and title any and of the awards, claims hor downer, judgments, asolvenents and other compensation hade for or massyant upon the taking by condemnation, cainent downer or any like propositing of the while or any part of the Real Estate and improvements; and
- (G) All bibes property rights of the Marcgagor of any Kind or character related to the Real Estate and Improvements.

TT IS TURTERE coreed, intender and declared that all the acoresaid property rights and interests shall, so for as

permitted by law, be deemed to form a part and parcel of the Real Estate and Improvements and be covered by this Mortgage, and as to any of the aforesaid property which does not so form a part and parcel of the Real Estate and Improvements, this Mortgage is hereby deemed to be and is, as well, a Security Agreement under the Illinois Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgager hereby grants to the Mortgagee as secured party (as defined in the Illinois Uniform Commercial Code) to have and to hold the Premises unto the Mortgagee and its successors and assigns, forever, for the purposes and uses herein set forth.

ARTICLE II. GENERAL AGREEMENTS

To protect the security of this Mortgage, the Mortgagor further coverants and agrees and warrants as follows:

- cause Borrower to pay promptly when due the principal and interest and any other sums required to be paid on the Note or under this Mortgage or the Loan and Security Agreement at the times and in the manner provided therein; pay any other indebtedness secured hereby as same becomes due; and duly perform and observe all of the coverants, agreements and provisions contained herein and in the Joan and Security Agreement.
- (2) Preservation, Restoration and Use of Premises. The Mortgagor shall:
 - (a) promptly repair, restore, replace or rebuild any portion of the Premises which may become damaged, destroyed, altered, removed, severed or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as existed prior thereto, free from any security interest in, encumbrances on or reservation of title thereto;
 - (b) keep and maintain the Premises in good condition and repair, without waste, and free from mechanics' liens, materialmen's liens or like liens or claims or other liens or claims for lien of whatever nature.
 - (c) complete, within a reasonable time, any Improvements now or hereafter in the process of erection upon the Premises:
 - (d) comply with all statutes, rules, regulations, orders or, decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Premises and the use thereof and observe and comply with any conditions and requirements necessary to preserve and extend any

permitred by law, so deemed to form a part and percel of the leateste and laptovement; and to covered by this Mortgage, and ento any of the afoliusaid property which does not so form a part each and parcel of the afoliusaid property which does not so form a part each and parcel of the deal detailed and improved and the partity advocate unit. The illinois Uniterest in a reductor to decide by the partition of committee a reductor of the content of the deal of the deal of the deal of the deal of the content of the deal of the fremises unto the botters and to be botters. Premises unto the partition and the first the forever, for the partition and the forces and the force.

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 - (2) Preservation, Pastoration and Use of Premisen. The Mortgager shall:
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- to the partition form the structure good consists and also also to produce the production and control of the structure of the structure.
- (c) scomplete, within a ressonable time, any improvements now or hereafter in the process of erection apon the Premises:
- (d) comply with all stabutes, raise, regulations, orderor, decrees and other requirements of any 'governmental body, federal, state or local, having jurisdiction over the Principal and the use thereof and objects and comply with any conditions and requirements necessary to preserve and extend any

and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy;

- (e) make no material alterations in the Premises, except as required by law or municipal ordinance;
- (f) suffer or permit no change in the general nature of the occupancy or use of the Premises without the Mortgagee's prior written consent;
- pay when due all operating costs of the Premises;
- (h) Initiate or acquiesce in no zoning reclassification with respect to the Premises, without the Mortcagee's prior written consent;
- (i) not abundon the Premises, nor do anything whatsoever to depreciate or impair the value of the Premises or the security of this Mortgage;
- (j) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Premises or any portion thereof;
- (k) cause the Premises to be managed in a competent and professional manner;
- (1) not permit execution of any leases for a term in excess of one (1) year without the prior written consent of the Mortgagee;
- (m) not permit any unlawful use or nuisance to exist upon the Premises; and
- (n) provide the Mortgagee or its authorized representative with access to the Premises, subject to the rights of the tenants, at all reasonable times for the purpose of inspecting the Premises.
- (3) Payment of Taxes and Other Charges. Mortgagor shall be responsible for the payment, when first due and owing and before any penalty attaches, of all taxes and assessments (general or special), water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, that may be asserted against the Premises or any part thereof or interest therein. Mortgagor shall promptly furnish to Mortgagee duplicate receipts evidencing payment thereof. Notwithstanding anything contained herein to the contrary, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or

and all rights, literayes, permits (individing without limitation sching variances, special exceptions and non-conforming uses), privileges, franchises and doncestions that are applicable to the Premiser or its use and accupancy;

- (g) make to material alterations in the Promises, exempted as required by law or mentarpal ordinance;
- (f) suffer or permit no change in the general nature of the occupancy or use of the Premises without the Mortgagne's prior wilthen coasent;
 - (g) pay when due all operating costs of the Printsall
- (b) intriace or acquiesce in no sector recits iffection with respect to the Premises, without the Rolleman Moutgages's prior without consent;
- (i) not absorbed the Proplem nor or anything what slever to depreciate of impair the value of the Premises or the security of this Mortgages.
 - (j) refrain from any aution and norrect any condition which would not seed the list of fire or other hazard to the Presis or or any portion thereof;
- (k) cause the Premise. To be managed in a competent and professional maxwer;
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 - (m) not purmit any unlawful use or nuisance to exist upon the Premises; and
- (a) provide the Abthospod or its an Abriced representation with adolate car era Premises, museum to the circuit the remacta, an Ail rensonally times for the purpose of inspering the Poetises.
- (3) Payment of fact, and Order Charges. Mortosque shall be responsible for the parents, when then die and owing and levels any peralty abbation, or the mont assessments (general or special), water charges, or object and cases or objects or feed, haves, olding, delice, invisa, and assessments, or object or otherwise, that may be appealed apainst the restrict or any part thereof is incorrest the restrict or any part thereof is incorrest the restrict or any part thereof. Mortigages duping anything contined herein to be contrary, Mortusgor may, is good faith and with reasonable the contrary, Mortusgor may, is good faith and with reasonable diligence, contest the value or associate or contrary, Mortusgor may, is good faith and with reasonable

charges, provided that any such contest stops the enforcement of such taxes, assessments, or charges.

- (5) <u>Insurance</u>. The Mortgagor shall insure or cause to be insured and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, including, without limitation:
 - (a) Insurance against loss to the Improvements caused by fire, lightning, windstorms, vandalism, malicious mischief, and risks covered by the so-called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the improvements; (but in no event less than the aggregate of the initial stated principal amount of the Note).
 - (b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Premises naming Mortgagee as an additional insured party chargeder;
 - (c) During the making of any alterations or improvements to the Premises (i) insurance covering claims based on the owner's or employer's contingent limitity not covered by the insurance provided in subsection (b) above and (ii) Workmen's Compensation insurance covering all persons engaged in making such alterations or improvements.

All policies of insurance to be maintained and provided as required herein shall be in forms, with companies and in amounts reasonably satisfactory to Mortgagee, and all policies of casualty insurance shall have attached thereto waiver of subrogation and mortgagee loss payable clauses or endorsements in favor of and with loss payable to Mortgagee.

All said insurance shall provide for thirty (30) days prior written notice of cancellation to Mortgagee. Mortgagor shall deliver all policies, or certificates thereof, including additional and renewal policies, to Mortgagee marked "paid," and, in case of insurance policies about to expire, the Mortgagor shall deliver renewal policies or certificates thereof, not less than thirty (30) days prior to the respective dates of expiration.

(5) Proceeds of Insurance. In the event of any damage to, or destruction of, the Premises, the Mortgagor will promptly give written notice to the Mortgagee of such damage or destruction

charges, provided they any such dontest atopolithe enforcement of such taxes, assessment, or charges.

- (5) Insurance, Fad Morrgager shall insure or cause to be insured and keep lineared by Sectional residenced by Surfaced by Surfaced and cherouf against surfaced and becards as the Morrgager may true time to time respire, including, without limitation:
 - insurance against load to the Improvements caused by life allow absolute, windstorms, varied that year of varied of varied covered by the section absolute risks as the endorsement and such other risks as the Moregages may reasonably require, in occurs equal to the full oplacement value of the last to the initial suched principal agercy of the iditial suched principal amount of the Nore).
 - (b) Comprehensive general public limitity in description and property demonstrate and property damage in and property demonstrate damage in connection with the President country Mortynger as an additional cincured party listender,
 - (a) Euring the making of any alterations or imprevenents to the remises (i) insulance covering craims based on the owner's or supergravity of mot covered by the insulance of in subsection (b) above and (ii) Wathern's Compensation insulance covering all paraced engaged in making such falterations or imprevenence.

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(5) Proceeds of Insurance. In the event of any damage to, or destruction of the Premises, the Mortgagor will, promptly give written notice to the Mortgagor of Such damage or destruction.

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- (a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (ii) to allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. The Mortgagee shall, and is hereby authorized to, collect any such insurance proceeds and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be deemed additional indebtedness secured by this Mortgage and shall be reimbursed to the Mortgagee upon demand.
- (b) In the event of any insured damage to, or destruction of, the Premises or any part thereof Mcrtyagee may, in its sole discretion, (i) apply the proceeds of insurance payable upon the indertedness secured hereby in such order or manner as the Mortgagee may elect, or (ii) apply the proceeds of insurance to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or any part thereof.
- (c) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.
- shall give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (generally "Taking"), of all or any part of the Premises or affecting any easement thereon or appurtenance thereof and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings, and Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities said awards and is further

- in case of loss covered by policies of indurance, the MacLamore (or, siter entry of dautre of forechemies the parchaser at the foregivence said as personal as size organizated is hareby authorized at its potion wither (i) Alwa tohan erally yan deugha how wildow to gramma (especial) ou resemble est consiste tribitées Helm merop of repoplary out while of this to the lead one, every any or designees in the accept to be paid upon the Contillion the greek agraeuxs seit han obespore ebbe cooks dwee transparition into the respective transparities at the transparities. nd Hena of Newcord vor a area. To be those too (a) bernoma sysobolidakal (msoli) (las bosesb Mortage and the beauthies ed that be a compared Morrages upon aviond.
- (b) in the event of any instited damage to, or destruction at, the hierarisms a any part theorem. A start get, may, in the order divinestion, (i) offer a proceeds of institutes any object of a recent of the reby in such again of a constant as the deviage any elect. Or (ii) opens, he proceed to insurance to remained the boundary can be received at the process of the cost of the cost.
- (d) In the every what proceeds of insurance, if any, the soft that consorting, repairable to the More agest for the the rectoring, repairing, repair and or rebuild the rectoring of the dressing, the Multigaper because of the matter, or path, mediate or record the major of the second the agest with the prior to be the reserve of the prior to second or and the best prior to second in accordance with plans and the approved by the thereties are and the approved by the thereties are the bound to and the approved by the thereties.
- (6) Condendation and intends of Joneia. The Mortgager shall give Mortgager cobics of Jan proceedings, and it give Mortgager and the same of Jan proceedings, and intentitied or throughness the same of the same o

authorized to give appropriate receipts therefor.

(7) Loan and Security Agreement. The proceeds of the loan hereby secured are intended to finance the purchase of five tractors and trailers to be used at the Property pursuant to the Loan and Security Agreement of even date herewith between Borrower and Mortgagee.

The occurrence of any default under the Loan and Security Agreement not cured within the time, if any, permitted therein shall constitute a default under this Mortgage. Upon default by Borrower in any of the terms, provisions or covenants of the Loan and Security Agreement, the Mortgagee may, but need not, declare the entire unpaid principal balance and all interest accrued under the Note to be immediately due and payable.

Mortgagor shall not create, effect, contract for, commit to, consent to, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the following) of the Premises or any part thereof or interest therein, without the prior written consent of the Mortgagee. If the Mortgagor shall do any of the foregoing without the prior written consent of Mortgagee, then the Mortgagee at its option, has the right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagor and to declare a default under this mortgage.

Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.

(9) Mortgagee's Performance of Defaulted Acts In case of default herein by Mortgagor, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may but need not, make full or partial payments of principal of interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be deemed additional indebtedness secured hereby, and shall become immediately due and payable, with interest thereon at the default interest rate provided for in the Note. Inaction of Mortgagee shall never

subborised to give appropriate reveipts therefor.

(1) Loan Loi Berurity Agreement. The proceeds of the loan thereby some first are incomed to be purchase of the tractors and undisast of the tractors and undisers he be used at the Property pursuant to the loan and solutity Apreciant of contact are never became the contact and management.

The occurrence of ary defaure water the Louis and Security Agreement not on ed within the time, it any, permitted there, a riskly constitues a default under the amboritysse. Upon default by dressest in any of the terms, provisions or considered the literand and Security Agreemation Moregager may but need not, declare the entity Agreemation principal balance and all interest accrued under the terms of the immediately due and gayable.

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Any waiver by tottqages of the provisions of this paragraph shall over be desmed to be a waiver of the right of Mortgages to teach upon thick coppliance with the provisions of the spacegraph in the Totter.

(9) Merrorgen's Reviewed of Seriaments of Seriamited Acts. In case of default herein by Merryalt of Mortgages may, but need not, days any payees or percent only act herein remaired of moregons and server be med expedient, and may, but need not, make full or maries, payments of principal or linterest on prior considers, if any, and purchase. Interest on take or train objects of principal or and or take or train of the services and purchase. The or trains of the services and the prior prior or terfetoure aftered as thereof, or redeem from any tax or assessment. All monlos paid for any of the purposes herein assessment. All monlos paid for any of the purposes herein between monlos advantum by Merryages to inconsistion of the monlos advantum by Merryages to protect the President and the monlos advantum by Merryages to protect the President gray of his between the formal indebtedness provided for in the Note, last the neisoin interest rate provided for in the Note, last the neisoin interest rate provided for in the Note, last the neisoin interest rate provided for in the Note, last the neisoin interest rate provided for in the Note, last the neisoin interest rate provided for in the Note, last on of Mortyage shall never

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be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

- (10) Events of Default. It shall constitute a default under this Mortgage when:
 - (a) A default occurs under the Loan and Security Agreement; or
 - (b) Mortgagor or Borrower, as the case may be fails to duly observe or perform any term, covenant, condition or agreement of this Mortgage, or in the Note, Loan and Security Agreement or any other instrument securing the Note, and said default continues for 30 days; or
 - (c) borrower fails to pay any sum due or fails to perform any condition, covenant or term of agreement required under the loan of Hyde Park Bank (Serior Lender);
 - (d) Mortgagor. Borrower, or any guarantor of the indebtedness secured hereby is: (1) voluntarily adjudicated a bankrupt or insolvent, or (4) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property, or (3) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or the State of Illinois, or (4) makes a general assignment for the benefit of creditors, or (5) makes an admission in writing of its inability to pay its debts generally as they become due; or
 - (e) Any order, judgment or decree is entered upon an application of a creditor of Mortgagor of Borrower by a court of competent jurisdiction appointing a receiver or trustee or custodian of all or a substantial part of the assets of the Mortgagor or Borrower, or approval of any petition filed against Mortgagor or Borrower hereby seeking relief under any bankruptcy or other similar laws of the U.S. or any state and remains in force, undischarged or unstayed for a period of 60 days; or
 - (g) Any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of this Mortgage or the Loan and Security Agreement by Mortgagor, Borrower, or by any

be considered as a varver of any right accruing to it on account of any default on the part of Mortgagor.

- (10) Events of Defenit, it shall constitute a default under this Mortgage when:
 - (a) A dofiguit occurs under the tear and Security Agreement; or
- (b) Mortgagur or Porcover, as the dase may he fails to ducy observe or perform say team, dynamian, dynamian, dynamian, dynamian, dendistan or as condition or as to the Mortgage, or as the Mortgage, or as the Mortgage, or ending the Mote, and askidenter as the Mote, and askidenter continues for ad days; or
 - (c) Borrower fulls to pay any and due on Dilo co parform and coadition, coverant or term of agreement required under the loan at Hyde Park ank (Stailer Lander);
- (d) Mortgagor, Surrowel, or any cuaranter of the thickle does, secured to receive the coloring adjudicated a cantrupt or ionolvent, or (2) seek or receive to the the appointent of a receive or receive is that files and or not for all as any over of its proporty, at the files a perticol at the color and the bankrupter of the appoint of the bankrupter or intimose, and the finite account or ceeditors, or (3) makes an admiral account of the ceeditors, or (3) makes an admiral account of the bankrupter of the boundit of a ceeditors, or (3) makes an admiral account of the become due; or (4) makes an admiral account of the become due; or
- Any order, for join or decree as estered agon as as approved or approved in a creditor of Morroyed or approved by a court of approved by a court of decreased of approved of approved of an esteroyed or the assate of the court of the assate of the court of the court of the court of an esteroyed of an esteroy section film squares therefore, and therefore or court of the court of the
 - (g) Any werranty, representation, curtification, financial intermedian according to financial according according for furnished at any time pursyons to the terme of this Moragage or the Loan and Security (A)reament by Mortgagor, Borrowar, or by any contacting the financial according to the

person or entity liable for the indebtedness secured hereby, shall prove to be materially inaccurate or false; or

- Mortgagor transfers, conveys, assigns or sells (h) the Premises or any interest therein or if the Mortgagor is a partnership, corporation or land trust, there occurs any assignment or transfer of control or of the beneficial interest therein; or
- Mortgagor abandons the Premises.
- (11) Remedies on Default. If a default under this Mortgage shall occur, Mortgagee may at its option, (a) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is expressly waived by Mortgagor; (b) institute proceedings for the complete foreclosure of the Mortgage; (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage; (d) exercise any or all rights and remedies available under the Uniform Commercial Code; and (e) enforce this Mortgage in any other manner permitted under the laws of the State of Illinois.
- (12) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Note or the Loan and Security Agreement, there shall be allowed and included, as additional indebtedness in the judgment or degree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees and other related costs and expenses paid or incurred in connection with such proceeding.
- (13) Right of Possession. In any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagor shall, upon demand of Mortgagee, 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, and Mortgagee, in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books and records.

Upon taking possession of the Premises, the Mortgagee may make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee to insure, protect and maintain the

person or entity liable for the indebtedness secured hereby, shall prove to be materially lnaccurate or talke, or

- (P) Mortgagus transcers, conveye, assigns of sells the Presises of any interest therein of if the Mortgagor is a partnership, corporation of lact trust, there occurs any assignment of transfer of control or of the beneficial interest therein; or
 - (i) Mortgagor abandons the Premises.
- (11) Remedies on Default. If a default under this declare the entire land declare the entire industricted and declare the entire industricted and declare the entire of the entire industricted and problem without notice of decad (each of which is expressly waived by Murtgreet; (b) individe parcecdings for the complete for foreclosure of the halforte when such at each of the entire extra conditions whether by action, our or proceeding in equity or at law for the specific performance of any occasion or agreement in the the second condition or agreement in the the second condition or after all rights and reactive and this Murtgage; (d) exercise or decomes permitted and (e) entered that Coder and (e) entered that Coder and (e) entered the State of Thickers decomes permitted and (e) entered the State of Thickers.
- (12) Expense of Distortive. In any suit to to cold the lien of this Martasee of the cold any other remedy of Mortgages under this Martasee of the Set of the sold of the Security Agreement, there easel in the sold and included, as additional indebtadayed to the judament of decrees all expensions of the paid of theorem of the or theorem by or or behalf of Mortgage for charactable attorney's fees and other related core and expenses poid or incurred in connection with such recember,
- (13) Right of Mosernaine, In any case in which, under the provesions of this devicate, tropage has a right to institute, described provesions before at after the last latter, described of the last proveding the last the lien hereof or before of after sale the regular. Mortgager shall, upon demand of Burtgager, nursesame in Mortgagee, and Mortgages capit bu orbitished at the sale possession of the frontern any part of the atterneys, and theregions in its discretion may enter upon and take and maintern possession of all or any part of the and take and maintern possession of all or any part of the Frenises, begether atth all documents, books and records.

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Premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues and profits therefrom.

- (14) Priority of Rent Payments. Any avails, issues and profits of the Premises received by Mortgagee after having possession of the Premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in such order as Mortgagee (or in case of a receivership, as the court) may determine: (i) to the payment of the operating expenses of the Premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Fremises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Premises, (iv) to the payment of any indebterness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagor, its successors, or assigns, as their rights may appear.
- after the filing of any complaint to foreclose the lien of this Mortgage, the court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any liable for the payment of the indebtedness hereby secured, without regard to the value of the Premises at such time and whether or not the same is then occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to take possession control, and care of the Premises and to collect all rents and profits thereof during the pendency of such foreclosure suit.
- (16) Foreclosure Sale. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the State of Illinois. At any such sale, Mortgagee may bid for and acquire, as Purchaser, the Premises or any part thereof,

Premises and all risks includental to Mortgaget's possession, operation, and to receive all rects, leaded and profite thereof, and to receive all rects, leaves and profite therefrom.

- (14) Priority of Rem Dayment ... Any avaits (41) and profites of the President of hell-sea by Mortgeann actor havidy possecution of the state of carsonate to any avaiquement trecarif to warrangues seder the provinces of the Routgage or de any reparties attached you be no spagdical Assignment of teacher, elect to topical in payment of or or account of the collection is a collection of Martiness (est de la comparta del comparta de la comparta del comparta de la comparta del la comparta de la comparta del la comparta de la comparta de la comparta del la comparta de la comparta de la comparta del la comparta out to sopplical to outland agree a decorred pribaioni raewrag ont of (ii) walleys on terst aft bas revisoer barrens special cerescentes and water hands and depo may becalitet because our une instincted year prione a liespeque to the lied of this Mortgage (it) as the begweet of all repares, decorating, renewating ban is inextessed in the libbs introllered a immediately injuryements of the Privition, including the deat from the to the of installing in the property of the three of installing is replacing the property of fixeness necessary to the open the period of the Promiser, (iv) to the payment of any indebioles or care leaved haroby or any distribution of any distribution and any definite for a first of the care manner and the constant of the care mains for any owners or the care indig funda, by the Morigagor, its successors, or absence, as their rights may មិនសម្រើជា
- (15) Appropriate of Sections. Upon or at any time after the filling of act complaint to forestar the line of the line of this Moregage. In every may, upon application, appoint a statistic foreversa. Such application may be made planer before or after loreviewie when without anitio. Without regard in the solvency in about the time in application for such to the parent or process, if any liable for the parent of the person of process, if secured, without request of the ladebidish as newely rime and whether or not test ease is then exemised as about contained or a powerless, and without testing test of the exemised of the apprinted as about contained or a power that. Moregare or any exployee or agent the bear may be appointed as such receiver ahali have the power to take possession control and case of the brain and and to collect all rests and profite the cool during the and to collect all rests and profite the cool during the and to collect all rests and profite the cool during the
- (16) Foreclosure Sale. Any real estate or any interest or cetate therest or cetate or decree chrained parends to the Mortagage shall be sold in one parend, as an antirecy, or in such parend in auch careful and in such manner of order as Entryogen, in its note discretion, may elect, to the mexicus extent permitted in the laws of the State of litiaties. At any such eale, in regages may bid for and amounts, as successer, the State and part thereof.

and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

- (17) Application of Proceeds from Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority; (i) on account of all costs and expenses incident to the foreclosure proceedings, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereor, (iii) all principal and interest remaining unpaid on the Note, and (iv) any overplus to Mortgagor, its successors, or assigns, as their rights may appear.
- (18) Incurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Premises, shall be used to pay 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 as the court may direct.
- (19) Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any socalled "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of 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 marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgagor, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived.
- (20) Waiver of Defenses. No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Note.
- (21) Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum then

and in lies of paying oven therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortnesse's old.

- (37) Application of erramedo incultoriographs 5610. The proceed of the Fram sak shall be distributed and application of the Fram sak shall be distributed and application to the theory of considering priority; (i) an account of all cosis and expenses ancident to the forealisation of all considering the forealisation of cost of all other items which under the forealist of the cost of the cost of the forealist of the cost of the cost of the foreal of the cost o
- (18) Insurance ipon Corectosyses, in case of so insurad loss aiter Corectosyses promeding baye between the last instituted, the process of say ensurant mailtrees, if it is augital in researched in itemstees, the analysis of used on pay the analysis and it say seeing corectosyses of the course that may be entered it say seeing correctings, weather bair may be entered it say seeing course dings, weather bairance, it any, shall be exid as the cours may already.
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- (20) Maiver of Potenses. No action for the authordement of the list of this Motionge shall be subject to any defense which we gid not be good and araifable to too party interposing the same in an action of law upon the Mote. Mote.
- (21) Particl Payments. Acceptance by Morreager of any payment in [a]. of all amounts due and payable at the time of such payment shall not conclitute a waiver of Morreager's right to exercise its option to declare the whole of the principal sum then

remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at that time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

- (22) Delays and Omissions. No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.
- Rescission of Election. Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee or rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, mortgager and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.
- (24) Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, Borrower, any governtor of the Note, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the State of Illinois. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Note.
- (26) Giving of Notice. All notices or other communications required or contemplated in connection with this Mortgage shall be in writing, and the mailing thereof by certified mail, return receipt requested with postage prepaid and addressed as follows:

If to Mortgagee:

City of Chicago
Department of Economic
Development
Room 2800, 20 North Clark
Street
Chicago, Illinois 60602
Attn: Commissioner

With Copies to:

Corporation Counsel of the City of Chicago City Hall, Room 511 121 North LaSalle Street

remaining unpoid, sugesher with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mostgagee al that time or any subsequent time, without is express written consect, except and to the extent otherwise provided by law.

- (22) Delays and Chinsions. No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such resolver or right or he construed to be a vaiver of any such default or acquience therein, an shall it affect any subangenor default of the same or of a different neture.
- (23) Rescission of Hieutics. Acceleration of maturity, once made by Morigages, may at the option of Mortgages, may at the option of Mortgages be readings brought to enforce any rights or remedies because may, at Mortgages of options, be discounted of or limits well, whereapy, it without of such events. Mortgages and kertgages shall be incorred to their former positions, and the rights, recours and power of Mortgages shall outlines and the bank acceleration had not been made or such procedings had not been acceleration had not then made or such procedings had not been commenced, as the cast may be.
- (24) Rescribe Care tart, a sent nomer out. The rights and rescribes to sail a part out. The rights and rescribes to sail as run dative and concernated asylves and repetied asylves present of the same or early dated of the same of the
 - (26) Girino of Marice. All actions or other communications required or contemplated in connection with thir Marigage shall be in writing, and the mailing thereof by cecilified mails, esture receipt requested with postage prepaid and addressed as follows:

If to Moregages:

With Copies to:

City of Chicago Department of Reception

rassocieved

Room 2800, 20 Worth Clark

Birect

Chicago Illingia 60602 -

Attn: Commissioner

Composation Counsal of the City of Chicago

City Hail, Room 511

121 North LaSalle Street

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If to Mortgagor:

Chicago, Illinois 60602 Hyde Park Bank and Trust Company

1525 East 53rd Street Chicago, Illinois 60615 Attn: Joseph L. Derezinski

With copy to:

Ramiro Guerra Maria Guerra 1041 S. Claremont Chicago, IL

The parties may designate by written notice any different addresses to which subsequent notices, certificates or other communications shall be sent. All notices by mail delivered pursuant to this paragraph shall be deemed delivered on the fifth (5th) business day after the date mailed.

Any such notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

- (26) Time of the Essence. Time is of the essence with respect to the Note and this Mortgage.
- (27) Modifications. This Mortgage may not be changed, waived, discharged or terminated or ally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, warver, discharge or termination is asserted.
- (28) Covenants Running with the Land. All the covenants hereof shall run with the land.
- (29) Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof.
- (30) Construction of Mortgage. The place of contract and payment being located in Illinois, this Mortgage shall be construed and enforced according to the laws of the State of Illinois.
- (31) Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.
- (32) Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

if to Mortgagor:

Clicago, Illinois 50602 Byde Back Bank and Trust Company 1525 Fast **53rd S**treet Chicago, Illi**nois** 50515 Attn: Joseph Li Decesinski

With copy to:

Ramico Guerra Maria Guerra 1941 S. Claremont Chicago, II

The parties may designate by written notice any different addresses to which stbengent notices, conditioned or whom consuminations shall be sent and consumications shall be sent and consuminations to this paragraph shall be decred delivered to the considerate business detailer the data mailed.

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 - (39) Construction or Morigage. The place of contract and payment being located in fillingis, Unio Murtgage shall be convinued and enforced accuráng to the laws of the State of Illinois.
- (31) (Severability. If any provision of this Mortgage, or any paragraph, sattence, clause, birste, or word, or the application thereof, in any circumstance, is held invalid, the cemainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the (allost extent permitted by law.
- (32) Crammer. As used in this Mottgage, the singular shall include the plural, and masquine, feminine, and neuter pronounce shall be fully interchangeable, where the context so requires.

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- every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successor and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not.
- acknowledge and deliver every and all further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee, all property mortgaged hereby or property intended so to be, whether new owned by Mortgagor or hereafter acquired. Upon, any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee, its agents and attorney-in-fact for that purpose. The Mortgager vill reimburse the Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents.
- (35) Indemnification. In addition to all other indemnities in favor of the Mortgagee specifically provided in this Mortgage, the Mortgagor shall indemnify the Mortgagee and save the Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, reasonable architect's, engineer's and attorney's fees and all disbursements which may be imposed upon, incurred or asserted against the Mortgagee.
- (36) Release Upon Payment and Discharge of Mortgagor's Obligation. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.
- (37) Subrogation. In the event the proceeds of the ioan made by Mortgagee to Mortgagor or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, the Senior Mortgage or any other prior lien or encumbrance upon the Premises, then Mortgagee shall be subrogated to such other lien or encumbrance and shall have the benefit of the priority of same.
- (38) Inspection of Fremises. Mortgagor shall permit Mortgagee or its agents to inspect the Premises at all reasonable times, and access thereto shall be permitted for such purpose.

- (33) Suggestions and Aperipose and each and every covenancy agreement and other provision hereof shall be binding upon the Mostiagues and its successors and analyse (including, without limitation, each and every record exact lime to time of the Premises or any other person having an interest thermin), and shall indre to the benefit of the Mortgagee and its successor and assigns. Phorever beceiv the Mortgagee is referred to, such reference when he deemed to include the holder from the to the other, whether actinclude the holder from the to the of the Motu, whether ac expressed or not.
- (34) Farther Apsertaces. The Mortgegor will do, exeming acknowledge and deliver every and all further acts, deed conveyences, transfers and acqueen near acts, deed solve judgment of the Mortgegen, for the better acquired conveying, mortgeging, and solvented and confirming anto the Mortgeges, all property actioned the to be, whether now send by distinguer of hereafter acquired to the whether now send by distinguer of hereafter acquired. One whether his less acquired to the deed of the Mortgegen ory the come of the best converted the the mortgegen of the best converted the deposition of the Mortgegen for and in appoints the Mortgegen for any surgeriates the Mortgegen for any surgerpended by Mortgegen in anking, executing and recording such documents.
- (3b) Indeposition. In addition to all other indomnition in Lavor of the Mostgapes apec. Cally provided in this Mostgape, the Mortgapes and save the Mostgapes harmless from an any the Mortgapes and save the Mostgapes harmless from an any the any the lasses, that the last of a limit the provided provided and an additional contractions of the last of the
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- (38) Inspection of Premises. Moregagor shall permit which workgages or its agents to inspect the Premises at all reasonable times, and access thereto shall be permitted for such purpose.

(39) This instrument is executed by Hyde Park Bank and Trust Company, not personally but solely as Trustee under Trust Number 39437, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provision, stipulations, covenants, and conditions to be performed by Hyde Park Bank and Trust Company are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against Hyde Park Bank and Trust Company by reasons of anything containted in said instrument, or in any previously executed document, whether or not executed by said Hyde Park Bank and Trust Company, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall past upon Hyde Park Bank and Trust Company, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said Hyde Park Bank and Trust Company personally are concerned, the legalholder or holders, of this instrument and the owner or owners of any indebtedness accruing herounder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or to action to enforce the personal The County Clark's Office liability of the guarantor, if any.

(29) This instrument is executive by Myde Park Bank and Trush Company, not personally but coledy as Trustee under Trust Musber 39427, to the executed of the parce and authority confermed upba and rested in it as ruch roustee. All the become provision, stipulations, contante, and conditions to be performed by Ryde Rack Back and Troat Company are andertaken by it solely as Trom weber aforesaid, and not individually, and on personal libbilics the M. be asset ond or by enforceable ancient randayan la suususa ya yasagaal labula tuu aasa **kas**keebad nyaerrark cous com trous regions in reason of majority exponent decreated to select reasons of in any previously exponent decreated when the rest of any cold wide rest sand and from the Company, either indictionally or at its start as idealy to relating to the subject matter of the accepted agreement will relating to the subject matter of the accepted agreement will pach perconal librifity it ones bilty to remaly waived e person now on hereefter claiming by dishibut sean.cg and there is not now a longer thought the religion of the burns are ၃၈.၁၁၁ မတ်စု 😯 ၁၁၁ဝ၉၈နေ ကို ၂၁၁၁၉၈၈ သည်။ အနေ ၈၉၂၈ မြှော်မြောင်း မေရှိနှင့်မှ စေသခုအ**ပည**္ နေ့အ**ပြောက္ကသိ** ca sad (lights) and the mail and more passible of forg the aspect for an said trucks and its unconsens and said Spin fa a Bank and Truck Company personally are commercial, the lingalhoider or holders, of this instrument and the camer is carried any indebtodonsk strenion merekolik shall it stelly totthe morrhages real estate for the payent teleptic, by entherenes on the lies herefolde created in the most colored therefolds as provided in said note or by active to enforce the parsonal liability of the goaranter, if ray. edded yleisic ti tude adaperen gelomis zechbolderni

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and attested to on the day and year first above written.

EXCULPATORY CLAUSE ATTACHED

Hyde Park Bank and Trust Company as Trustee under Trust Number 571

Its:

Coot County Clart's Office

Attest:

IN WITHESS WEERSOF, Mortgood has daused these presents to TEUTT DEC. FREE

TEUTT be signed and attested to on the day and year first above

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3 7 3 3 0 9 3 2

EXCULPATORY CLAUSE .

FURTHER:

This Assignment of Rents is executed by under Park Bank and Trust Company

as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenents, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that

Hyde Park Bank and Trust Company, individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

UNOFFICIAL COPY 3 2 2

State of JUL County of County	
This instrument was acknown by n.m. Slower as and by Scark Bank and Trust Con	Vise President
	(Signature of Notary Public)
(Seal)	Expires 10-30-89
JrMort-27	
Coop Coop	
	Clary Clary
	County Clark's Office

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EXHIBIT A

LEGAL DESCRIPTION FOR THE PROPERTY COMMONLY KNOWN AS 1041 South Claremont, CHICAGO ILLINOIS;

Lot 35 and the South 8 feet of Lot 34 in Turner and Bond's Subdivision of Block 10 in Morris and Others' Subdivision of the West 1/2 of the South West 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and otherwise known as 1041 South Claremont Avenue, Chicago, Illinois.

Permanent Index Number:

17-18-328-019 all

MAIL TO:

Eduardo M. Cotillas
City of Chicago Law Department
Room 511, City Hall
121 N. LaSalle
Chicago, IL 60602

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-87-330982







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LEGAL DESCRIPTION FOR THE PROPERTY COMMONLY KNORN AS 1041 SORTH Claremont, Officher littingis:

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Richard M. Cottling County Clark's Office tity of <mark>Chicago</mark> Law Dopostherno Room Sil. City Hall 121 N. LaSalla Chicago, IL 60602

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