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REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS

JAMES P. WHITMER, ^{married to Lucia Whitmer} of Cook County, Illinois, (hereinafter referred to as "Mortgagor"), mortgages and warrants to FRED M. CUPPY, as Trustee, (hereinafter referred to as "Mortgagee"), whose address is Suite 610, 8585 Broadway, Merrillville, Indiana 46410, the following described real estate in Cook County, Illinois, to-wit:

That part of the land, property and space of the parcel of land hereafter described, referred to as "The Tract", which lies:

(i) North of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 85.74 feet South of the Northwest corner thereof and South of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 37.10 feet South of the Northwest corner thereof, which part lies below a horizontal plane having an elevation of 12.89 feet above Chicago City Datum (and being the upper surface of the floor at the ground level of the existing (as of August 29, 1988) townhouse).

(ii) Above a horizontal plane having an elevation of 12.89 feet above Chicago City Datum (and being the upper surface of the floor at said ground level) and lying below a horizontal plane having an elevation of 21.3 feet above Chicago City Datum (and being the upper surface of the floor at the first floor level of said townhouse), said part lying North of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 85.74 feet South of the Northwest corner thereof and South of the vertical projection of the lines described as follows: Beginning on the West line of said Wharfing Lot 1, at said point 37.10 feet South of the Northwest corner thereof, and running thence along lines which are perpendicular to or parallel with said West line of Wharfing Lot 1, respectively, the following courses and distances: East 11.05 feet; South 1.87 feet; East 5.83 feet; North 3.72 feet; East 9.82 feet; South 1.85 feet; and East 8.93 feet to the Easterly line of The Tract.

(iii) North of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 86.28 feet South of the Northwest corner thereof and South of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 37.10 feet South of the Northwest corner thereof, which part lies above a horizontal plane having an elevation of 21.30 feet above Chicago City Datum (and being the upper surface of the floor at the first floor level of said townhouse).

THE TRACT

A parcel of land comprised of those parts of Wharfing Lots 1 and 2 in Block J in Original Town of Chicago, a Subdivision in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and of those parts of the lands East of and adjoining said Lots lying West of the North Branch of the Chicago River, which parcel of land is bounded and described as follows:

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1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

Beginning at the Northwest corner of said Wharfing Lot 1, and running thence East along the North line of said Wharfing Lot 1, and along an Eastward extension of said North line, a distance of 24.25 feet to an intersection with a Northward extension of the Easterly face of the wooden dock, as constructed as of August 7, 1979 (being the date of the deed from American National Bank and Trust Company of Chicago Trust No. 45799 to Frances Meehan recorded October 18, 1979 as Document No. 25,198,718) on the Westerly side of the North Branch of the Chicago River; thence Southwardly along said extended line, and along said Easterly face of said wooden dock, a distance of 85.66 feet to a point 49.47 feet, measured at right angles, East from the West line of said Wharfing Lot 1; thence Southwardly along the Easterly face of said wooden dock a distance of 36.89 feet to a point 55.71 feet, measured at right angles, East from said West line of Wharfing Lot 1; thence Southwardly along the Easterly face of said wooden dock, a distance of 17.54 feet to an intersection with a line 25.00 feet, measured at right angles, Northerly from and parallel with the centerline of Chicago and North Western Railway Company spur track, known as ICC Track No. 100 as said track was located as of April 7, 1971 (being the date of the deed from Chicago and Northwestern Railway Company to Harry Weese recorded July 15, 1971 as Document No. 21,546,968); thence Westwardly along said parallel line a distance of 54.82 feet to an intersection with the West line of said Wharfing Lot 2; and thence North along the West line of said Wharfing Lots 2 and 1 a distance of 133.15 feet to the point of beginning.

Permanent Index Number: 17-09-306-001 (includes subject property and other property)

Property Address: 365 N. Canal Street, Chicago, Ill.

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter collectively referred to as the "Real Estate").

This Mortgage is given to secure the payment of Mortgagor's Promissory Note payable to Mortgagee dated September 19, 1988, in the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) with a final payment due and payable on September 19, 1993 (hereinafter referred to as the "Note"), together with interest and any extensions or renewals thereof and likewise to secure the performance by Mortgagor of all of Mortgagor's covenants, agreements, promises, payments, and conditions contained in this Mortgage, the Note, two Agreements for Collateral Assignment of Commissions executed by Mortgagor and Mortgagee as of August 25, 1988, or any other instruments signed by Mortgagor in conjunction with the indebtedness secured by this Mortgage, and likewise to secure any and all future indebtedness of Mortgagor to Mortgagee, which indebtedness refers to this Real Estate Mortgage.

Mortgagor, for himself, and for his heirs, executors, administrators, successors, and assigns, covenants and agrees with Mortgagee, and his successors and assigns, as follows:

1. Default. If there is a default in the payment of any indebtedness hereby secured or in the performance of any of Mortgagor's covenants set forth in this Mortgage, the Note, said Agreements for Collateral Assignment of Commissions, or any other

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instruments signed in conjunction with the indebtedness this Mortgage secures, or if Mortgagor should abandon the Real Estate, or if the Real Estate or any part thereof should be attached, levied upon or seized, or if Mortgagor should fail to complete construction on the Real Estate within one year from the date hereof (as provided in paragraph 2 hereof), or if Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Real Estate shall be subject to foreclosure of this Mortgage, and Mortgagee, if he elects to foreclose the same, shall become entitled to the immediate possession of the Real Estate together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisements laws and Mortgagor shall pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms hereof. Without limiting the foregoing, Mortgagor shall pay to Mortgagee, as additional amounts due hereunder and under the Note, the amount of any and all reasonable costs and expenses, including but not limited to attorneys' fees, incurred by Mortgagee in enforcing any of his rights under this Mortgage or under the Note or said Agreements for Collateral Assignment of Commissions.

2. Condition and Use of Real Estate. Upon execution hereof, Mortgagor shall promptly commence construction of improvements on the Real Estate. Mortgagor shall complete such improvements on the Real Estate as are necessary to make the Real Estate suitable for use as a residence with a boat dock; such improvements shall be of the highest quality, reflecting the cost and value of the Real Estate. Such improvements shall be in accordance with designs and drawings, which designs and drawings shall be subject to the approval of Mortgagee; such approval of Mortgagee shall not be unreasonably withheld. Within one year of the date hereof, all such improvements on the Real Estate shall be completed in accordance with all applicable ordinances, codes, statutes, regulations, and other rules of all applicable governmental entities, and in accordance with all covenants, easements, and restrictions of record, and in accordance with the by-laws, declarations, and rules of any condominium or other property owners' association to which the Real Estate is subject. Mortgagor shall obtain all necessary permits and licenses for the completion and continued use of such improvements.

For the duration of any indebtedness hereby secured, Mortgagor shall use the Real Estate for a single-family residence and, if Mortgagor so elects, as a business office, and for no other purposes without the written consent of Mortgagee. All uses of the Real Estate shall be in accordance with all applicable laws, statutes, ordinances, regulations, and rules, including but not limited to zoning requirements.

For the duration of any indebtedness hereby secured, Mortgagor shall keep the Real Estate in a good state of repair, normal wear and tear excepted. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Real Estate without Mortgagee's prior written consent.

3. Application of Payments. All payments received by Mortgagee hereunder, under the Note, and/or under said Agreements for Collateral Assignment of Commissions shall be applied first to any late charges due under the Note, second to amounts payable under paragraph 4, third to interest due, and last to principal due.

4. Payments into Escrow. At the option of Mortgagee, which option may be exercised at any time or times prior to the full and final payment of all amounts secured hereby, the terms of this paragraph shall be effective. Mortgagee may exercise

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such option and suspend such option, under such terms as Mortgagee deems appropriate within the terms of this Section, at such time or times as Mortgagee, in his discretion, may choose.

(a) Immediately upon execution hereof, Mortgagor shall pay into escrow (held by Mortgagee) the prorated amount (to the date hereof) of the 1988 taxes and assessments (payable in 1989) with respect to the Real Estate. If Mortgagee exercises the option (or options) provided in this paragraph subsequent to the execution hereof, Mortgagor shall immediately pay into escrow (held by Mortgagee) the prorated amount (to the date of such payment) of the accrued but unpaid taxes and assessments with respect to the Real Estate. Such prorated amounts shall be reasonably determined by Mortgagee and may exceed 100% of the most recently ascertainable amounts.

(b) Upon the exercise of such option or options by Mortgagee, until all amounts payable hereunder and/or under the Note are fully and finally paid, along with each of the monthly payments provided in the Note, Mortgagor shall pay into escrow (held by Mortgagee) one-twelfth (1/12) of the annual real estate taxes and assessments, insurance (as provided in paragraph 6 hereof), and/or, if applicable, assessments and dues of any condominium or other property owners' association (as provided in paragraph 7 hereof) for the Real Estate, as reasonably estimated by Mortgagee.

(c) If Mortgagee reasonably increases his estimates of the taxes, assessments, insurance premiums, and/or property owners' association assessments and dues payable with respect to the Real Estate, Mortgagee shall give notice to Mortgagor of the amount of the increase in the monthly payment provided in paragraph 4(b) hereof. Such increased monthly payment shall become payable commencing with the first payment due after the date of such notice.

(d) Mortgagee shall make payments for real estate taxes and assessments, insurance premiums, and/or property owners' association assessments and dues with respect to the Real Estate from such escrow account (which escrow account may be commingled with other assets of Mortgagee). If, at the time the amount of any payment for taxes, assessments, insurance premiums, and/or property owners' association assessments and dues is determined, Mortgagee determines that insufficient funds are then held in escrow to make such payment, Mortgagee shall notify Mortgagor of the amount of such deficiency. Mortgagor shall immediately deposit into escrow with Mortgagee the full amount of such deficiency.

(e) Mortgagee shall not credit any interest earned on such escrow account to Mortgagor. It is expressly agreed that any and all interest or other income from such escrow account shall be the property of Mortgagee.

5. Taxes, Assessments, and Liens. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate which may attain priority over this Mortgage. Mortgagor shall pay these obligations in the manner provided in paragraph 4, or if not paid in that manner, Mortgagor shall pay them on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal

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proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Real Estate; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Real Estate is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. Insurance.

(a) Immediately upon execution hereof, Mortgagor shall deliver to Mortgagee, and Mortgagor shall thereafter maintain, one or more policies of insurance with respect to the Real Estate, which insurance shall insure against damage to the Real Estate by fire, vandalism, explosion, windstorm, or any other cause customarily included in the term "extended coverage", the policies to be issued by insurance companies and to contain terms reasonably acceptable to Mortgagee, such insurance to be in a sum not at any time less than the amount secured hereby. Mortgagor shall pay all premiums in the manner provided in paragraph 4, or if not paid in that manner, Mortgagor shall pay them on time directly to the person owed payment.

(b) Such policies shall provide that all payments for losses shall be made to Mortgagee and shall provide that coverage may not be cancelled without at least thirty (30) days' prior notice to Mortgagee. Such policies shall list Mortgagee as a named insured.

(c) If any portion of the Real Estate is damaged and payment is made by the insurer with respect to such policies, if Mortgagor is not then in default with respect to any payment or other obligation under this Mortgage or the Note, and if Mortgagee reasonably determines that the repair of such damage to the Real Estate may reasonably be anticipated to be completed within sixty (60) days, then, at the option of Mortgagor, Mortgagee shall apply the insurance proceeds to the repair of the Real Estate.

7. Owners' Associations. Mortgagor shall pay when due all assessments, dues, and similar charges assessed or charged by any condominium association, property owners' association, or similar entity with respect to the Real Estate. Mortgagor shall pay these obligations in the manner provided in paragraph 4, or if not paid in that manner, Mortgagor shall make timely payment directly to the person owed payment.

8. Inspection. Mortgagee and his agents may make reasonable entries upon and inspections of the Real Estate. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection.

9. Performance by Mortgagee. If Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, or if Mortgagor shall otherwise fail to take any action required hereunder, then Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amounts disbursed by Mortgagee pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amount shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at

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the highest rate which may be collected from Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph 9 shall require Mortgagee to incur any expense or take any action hereunder.

10. Limitation on Waivers. Mortgagee at his option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of Mortgagor. No such extension, reduction, renewal or release shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee. No delay by Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder and no failure of Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Real Estate, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Real Estate, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Real Estate, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Real Estate immediately before the taking. Any balance shall be paid to Mortgagor.

If the Real Estate is abandoned by Mortgagor or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Real Estate or to the sums secured by this Mortgage, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to herein or in the Note, or change the amount of such payments.

12. Transfer of Interests. In the event Mortgagor, without Mortgagee's prior written consent, sells or transfers any interest in the Real Estate (including the right to possession thereof) or abandons the Real Estate, then at the option of Mortgagee this Mortgage and the Note or indebtedness it secures shall become immediately due and payable in full. In such event, Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

13. Books and Records. Mortgagor shall keep and maintain at all times at Mortgagor's address, or such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Real Estate (to the extent of any

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commercial or other non-residential use thereof) and copies of all written contracts, leases and other instruments which affect the Real Estate. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Mortgagee. Upon Mortgagee's request, Mortgagor shall furnish to Mortgagee, within one hundred and twenty days after the end of each fiscal year of Mortgagor, a balance sheet, a statement of income and expenses of the Real Estate and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and, if Mortgagee shall require, by an independent certified public accountant.

14. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Illinois Uniform Commercial Code for any of the items specified above as part of the Real Estate which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants and transfers to Mortgagee a security interest in said items. Mortgagor agrees that Mortgagee may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Real Estate. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. Mortgagor hereby authorizes Mortgagee at the expense of Mortgagor to execute and file a financing statement or statements on its behalf in those public offices deemed necessary by Mortgagee to protect its security interest. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonable require. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke any other remedies provided herein. In exercising any of said remedies, Mortgagee may proceed against the items of personal property specified above as part of the Real Estate separately or together and in any order whatsoever, without in any way affecting the availability of any of Mortgagee's remedies otherwise provided in this Mortgage.

15. Assignment of Rents; Appointment of Receiver; Lender in Possession. As part of the consideration for the indebtedness evidenced by the Note, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all the rents and revenues of the Real Estate, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Real Estate regardless of to whom the rents and revenues of the Real Estate are payable. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Real Estate to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage, Mortgagor shall collect and receive all rents and revenues of the Real Estate as trustee for the benefit of Mortgagee and Mortgagor, to apply the rents and revenues so collected to the sums secured by this Mortgage in the order provided in paragraph 3 hereof with the balance, so long as no such breach has occurred, to the account of Mortgagor, it being intended by Mortgagor and Mortgagee that this assignment of rents

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constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Real Estate in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Real Estate as specified in this paragraph 15 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Mortgagor as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor of the breach by Mortgagor shall contain a statement that Mortgagee exercises its rights to such rents. Mortgagor agrees that commencing upon delivery of such written notice of Mortgagor's breach by Mortgagee to Mortgagor, each tenant of the Real Estate shall make such rents payable to and pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant therefore, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor.

Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of said rents, that Mortgagor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Mortgagee from exercising its rights under this Paragraph 15, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents of the Real Estate for more than two months prior to the due dates of such rents. Mortgagor covenants that Mortgagor will not hereafter collect or accept payment of any rents of the Real Estate more than two months prior to the due dates of such rents. Mortgagor further covenants that Mortgagor will execute and deliver to Mortgagee such further assignments of rents and revenues of the Real Estate as Mortgagee may from time to time request.

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, Mortgagee may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Mortgagee's security, enter upon and take and maintain full control of all portions of the Real Estate which are then used for commercial or other non-residential purposes in order to perform all acts necessary and appropriate for the operation and maintenance thereof including but not limited to, the execution, cancellation or modification of leases, at collection of all rents and revenues of the Real Estate, the making of repairs to the Real Estate and the execution or termination of contracts providing for the management or maintenance of the Real Estate, all on such terms as are deemed best to protect the security of this Mortgage. In the event Mortgagee elects to seek the appointment of a receiver for the Real Estate upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, Mortgagor hereby expressly consents to the appointment of such receiver. Mortgagee or the receiver shall be entitled to receive a reasonable fee for so managing the Real Estate.

All rents and revenues collected subsequent to delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage shall be applied first to the costs, if any, of taking control of and managing the Real Estate and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Real Estate, and the costs of discharging any obligation or liability of Mortgagor as lessor and landlord of the Real Estate and then to the sums secured by this Mortgage. Mortgagee or the receiver

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shall have access to the books and records used in the operation and maintenance of the Real Estate and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Real Estate by reason of anything done or left undone by Mortgagee under this paragraph 15.

If the rents of the Real Estate are not sufficient to meet the costs, if any, of taking control of and managing the Real Estate and collecting the rents, any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage pursuant to paragraph 9 hereof. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law.

Any entering upon and taking and maintaining of control of the Real Estate by Mortgagee or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee under applicable law or provided herein. This assignment of rents of the Real Estate shall terminate at such time as this Mortgage ceases to secure indebtedness held by Mortgagee.

16. Notices. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address of the Real Estate or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Fred M. Cuppy, Trustee, Suite 610, 8585 Broadway, Merrillville, Indiana 46410, or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

17. Governing Law. This Mortgage shall be governed by federal law and the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

18. Foreclosures. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Real Estate pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (a) pays Mortgagee all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the Real Estate, and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

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However, this right to reinstate shall not apply in the case of acceleration pursuant to paragraph 12 hereof.

19. Rights of Mortgagee upon Acceleration. Upon acceleration under paragraph 12 or abandonment of the Real Estate, Mortgagee (by judicially appointed receiver) shall be entitled to enter upon, take possession and manage the Real Estate and to collect the rents of the Real Estate including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Real Estate and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

20. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall deliver a duly executed and recordable Release of this Mortgage to Mortgagor without charge to Mortgagor.

21. Waivers. Mortgagor waives all right of valuation and appraisement and any homestead rights and exemptions which may accrue with respect to the Real Estate.

22. Miscellaneous Provisions. The covenants, agreements, and conditions hereof shall be binding upon Mortgagor and the heirs, personal representatives, successors, and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and his successors and assigns. Whenever used, the singular number shall include the plural, and the use of any gender shall include all genders. All obligations of Mortgagor hereunder shall be joint and several. The captions and headings contained herein are inserted for convenient reference only, are not a part hereof and the same will not limit or construe the provisions to which they apply.

23. *Mortgaged property does not constitute homestead of Mortgagor.*
IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor on September 19, 1988.

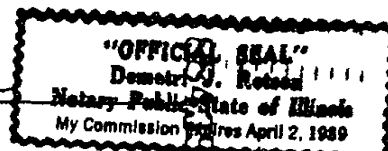
James P. Whitmer
JAMES P. WHITMER

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, Demetri J. Retson, a Notary Public in and for said County and State, on September 19, 1988, personally appeared JAMES P. WHITMER, personally known to me, and known to me to be the person who is described in and who executed the foregoing Mortgage, and acknowledged the same to be his voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Demetri J. Retson
Notary Public



Commission Expires April 2, 1989

Prepared by: Demetri J. Retson
Burke, Murphy, Costanza & Cuppy
Suite 610
8585 Broadway
Merrillville, Indiana 46410

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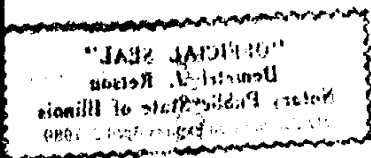
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