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Prepared by and return to:
Deborah J. Kramer, Esquire
Heinrich & Kramer, P.C.
205 West Randolph Street, Suite 1520
Chicago, Illinois 60606

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MORTGAGE

THIS INDENTURE, made as of this 30th day of September, 1988, by and between CHICAGO NEIGHBORHOOD INVESTORS LIMITED PARTNERSHIP III, an Illinois limited partnership, (herein referred to as "MORTGAGOR") whose address is 2121 North Dayton, Chicago, Illinois 60614, and NBD CHICAGO BANK (herein referred to as "MORTGAGEE") whose address is 307 North Michigan Avenue, Chicago, Illinois 60601.

WITNESSETH:

\$25.00

71-77-961(07)

THAT, WHEREAS, MORTGAGOR has concurrently herewith executed that certain Promissory Note bearing even date herewith in the principal sum of Five Hundred Two Thousand Five Hundred and NO/100 (\$502,500.00) Dollars (the "Note") made payable to the holder thereof and delivered in and by which Note the MORTGAGOR promises to pay to the holder thereof the said principal sum plus interest at the rate(s) and in installments, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on October 1, 1991. All of said principal and interest is payable at such banking house or trust company in Chicago, Illinois as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of NBD CHICAGO BANK, 307 North Michigan Avenue, Chicago, Illinois 60601.

NOW, THEREFORE, MORTGAGOR to secure the payment of the said principal sum of money and said interest and late charges in accordance with the terms, provisions and limitations of this Mortgage and of the Note and the performance of the covenants and agreements herein contained by MORTGAGOR to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the MORTGAGEE, its successors and assigns, the real estate as legally described on Exhibit "A" attached hereto and made a part hereof, and all of its present and hereafter acquired estate, right, title and interest therein situate, lying and being in the County of Cook and State of Illinois, which, with the property hereinafter described, is referred to herein as the "Premises";

TOGETHER WITH all buildings, improvements, tenements, reversions, remainders, estates, easements, rights, interests, liberties, privileges, servitudes, rights-of-way, streets, alleys, prescriptions, hereditaments, waters, watercourses, riparian rights, water rights and advantages now or hereafter thereto belonging; and

TOGETHER WITH all minerals, flowers, shrubs, crops, trees, timber and other embalmments now or hereafter located on, under or over said real estate; and

TOGETHER WITH all leases, rents, royalties, bonuses, issues, income and profits of said real estate (which are pledged primarily and on a parity with said real estate and not secondarily); and

TOGETHER WITH all lessee security deposits, utility deposits and insurance premium rebates to which MORTGAGOR may be entitled or which MORTGAGOR may be holding, together with any and all tax and/or insurance deposits (if any) held by MORTGAGEE; and

TOGETHER WITH all monies, deposits and credits of MORTGAGOR with MORTGAGEE or its designee, including any real estate tax and hazard insurance premium impounds or escrows held by MORTGAGEE or its designee, and hazard insurance proceeds and eminent domain or condemnation awards; and

TOGETHER WITH all fixtures, apparatus, equipment and articles which relate to the use, occupancy and enjoyment of the Premises, including the following described items (it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items or property not specifically mentioned now or hereafter therein or thereon or relating thereto):

- (1) All fixtures, apparatus, equipment or articles now or

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hereafter on said property used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, smoke detectors, waste removal, refrigeration and ventilation (whether single units or centrally controlled);

(2) All goods and materials located on the property and used in the operation or occupancy of the property or in any construction on the property, including but not limited to all appliances, furniture and furnishing, building service equipment, and building materials, supplies and equipment (but excluding trade fixtures, inventories and equipment owned by tenants);

(3) All shades, awnings, drapes, blinds, screens, screen doors, storm doors and windows, bathroom fixtures, sinks, stoves and ranges, refrigerators, dishwashers, garbage disposals, washers, dryers, curtain fixtures, partitions, carpeting and floor coverings;

TOGETHER WITH all replacements, substitutions, additions and proceeds or for any of the foregoing.

TO HAVE AND TO HOLD the Premises unto the said MORTGAGEE, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC. MORTGAGOR shall: (1) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or be destroyed or substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (2) keep the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to MORTGAGEE or to holders of the Note; (4) complete within a reasonable time any building(s) or other improvements now or at any time in process of erection upon the Premises; (5) comply with all federal, state and local requirements of law regulations, orders, judgments and ordinances and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (6) refrain from making material alterations in the Premises except as required by law or municipal ordinances without the consent of MORTGAGEE; (7) not initiate or acquiesce in any zoning variation or reclassification without the prior written consent of MORTGAGEE; (8) pay in full under protest in the manner provided by statute, any tax or assessment which MORTGAGOR may desire to contest; (9) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, licenses, permits (including without limitation zoning variations and any non-conforming uses and structures, privileges, franchises and concessions applicable to the Premises or contracted for) in connection with any present or future use of the Premises; and (10) pay each item of indebtedness secured by this MORTGAGE when due according to the terms hereof and of the Note.

1A. RIGHT TO CONTEST. Anything in Paragraphs 1(2) and 1(3) of this Mortgage to the contrary notwithstanding, MORTGAGOR may, in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien; (ii) that, within ten (10) days after MORTGAGOR has been notified of the assertion of such lien, MORTGAGOR shall have notified MORTGAGEE in writing of MORTGAGOR's intention to contest such lien; and (iii) that MORTGAGOR shall have deposited with MORTGAGEE at such place as MORTGAGEE may from time to time in writing appoint, and in the absence of such appointment, then at the office of NBD CHICAGO BANK in Chicago, Illinois, a sum of money which shall be sufficient in the judgment of MORTGAGEE to pay in full such lien and all interest which might become due thereon, and shall keep on deposit

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an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of MORTGAGEE, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which MORTGAGEE will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, MORTGAGEE may, at its option, apply the money so deposited in payment of or on account of such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such lien, together with all interest thereon, MORTGAGOR shall forthwith, upon demand, deposit with MORTGAGEE a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. MORTGAGEE shall, upon the final disposition of such contest, apply the money so deposited in full payment of such lien or that part thereof then unpaid, together with all interest thereon (provided MORTGAGOR is not then in default hereunder), when so requested in writing by MORTGAGOR and when furnished by MORTGAGOR with sufficient funds to make such payment in full and with evidence satisfactory to MORTGAGEE of the amount of payment to be made.

2. PAYMENT OF TAXES. MORTGAGOR shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to MORTGAGEE duplicate receipts therefor within thirty (30) days following the date of payment. MORTGAGOR shall pay in full "under protest" any tax or assessment which MORTGAGOR may desire to contest, in the manner provided by law.

3. TAX DEPOSITS. MORTGAGOR shall deposit with the MORTGAGEE or such depository ("Depository") as the MORTGAGEE may from time to time in writing appoint, and in the absence of such appointment, then at the office of NBD CHICAGO BANK, 307 North Michigan Avenue, Chicago, Illinois 60601, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs, a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the reasonable estimate of the MORTGAGEE as to the amount of taxes and assessments to be levied and assessed), reduced by the amount, if any, then on deposit with the MORTGAGEE or the Depository, divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any allowance of interest to MORTGAGOR and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof when the same becomes due and payable, the MORTGAGOR shall, within ten (10) days after receipt of demand therefor from the MORTGAGEE or Depository, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) or any installment thereof in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the MORTGAGEE or the Depository.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this MORTGAGE, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and MORTGAGOR shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

4. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined in Paragraph 28 below), MORTGAGOR shall deposit with MORTGAGEE or the Depository, commencing on the date of disbursement of the proceeds of

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the loan secured hereby and on the first day of each month following the month in which said disbursement occurs, a sum equal to the estimate of the MORTGAGEE of the premiums that will next become due and payable on such policies reduced by the amount, if any, then on deposit with the MORTGAGEE or the Depository, divided by the number of months to elapse prior to the date when such premiums become due and payable. No interest shall be allowed to MORTGAGOR on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart from any other funds of the MORTGAGEE or the Depository.

5. LIMITED FORBEARANCE. So long as: (i) there is no default hereunder; and (ii) each lessee of the Premises is in actual occupancy; and (iii) the MORTGAGEE is promptly furnished with evidence of timely payment of all taxes as required by Paragraph 2 and of all renewal premiums on policies of insurance required to be provided by MORTGAGOR under Paragraph 7 below; and (iv) the original MORTGAGOR named on page 1 of this Mortgage is the owner of title to the entire Premises; then the MORTGAGEE and holders of the Note agree to forbear collection of the deposits described in Paragraphs 3 and 4 above.

6. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS; SECURITY INTEREST. In the event of a default hereunder, the MORTGAGEE or holders of the Note may, at its option but without being required so to do, apply for monies at the time on deposit pursuant to Paragraphs 3 and 4 hereof, or any of MORTGAGOR'S obligations contained herein or in the Note, in such order and manner as the MORTGAGEE may elect. When the indebtedness has been fully paid, any remaining deposits shall be paid to MORTGAGOR or to the then owner or owners of the Premises as the same appear on the records of the MORTGAGEE. A security interest, within the meaning of the Uniform Commercial Code of the state in which the Premises are located, is hereby granted to the MORTGAGEE in and to all monies at any time on deposit pursuant to Paragraphs 3 and 4 hereof and such monies and all of MORTGAGOR'S right, title and interest therein are hereby assigned to MORTGAGEE, all as additional security for the indebtedness hereunder and shall, in the absence of default hereunder, be applied by the MORTGAGEE or Depository for the purposes for which made hereunder and shall not be subject to the direction or control of the MORTGAGOR; provided, however, that neither the MORTGAGEE nor the Depository shall be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless MORTGAGOR, while not in default hereunder, shall have furnished MORTGAGEE with the bills therefor and requested MORTGAGEE or the Depository in writing to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes or assessments or insurance premiums. Neither MORTGAGEE nor the Depository shall be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

7. INSURANCE. MORTGAGOR shall keep, or cause to be kept, all buildings and improvements and the Collateral (defined in Paragraph 2B below) now or hereafter situated on said Premises insured against loss or damage by fire on a so-called "All-Risks" basis and against such other hazards as may reasonably be required by MORTGAGEE, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance; and (b) flood insurance whenever the same is available and (in the opinion of MORTGAGEE) such protection is necessary. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to MORTGAGEE, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the MORTGAGEE.

MORTGAGOR shall also provide liability insurance coverages with such limits for personal injury and death and property damage as MORTGAGEE may require. In the event any portion of the Premises is used for the sale or other use of alcoholic beverages, MORTGAGOR shall obtain, or cause to be obtained, "dram shop" insurance with such limits as MORTGAGEE may require, naming MORTGAGEE as additional insured. MORTGAGOR shall deliver all original policies, including additional and renewal policies, to MORTGAGEE and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

MORTGAGOR shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be

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maintained hereunder unless MORTGAGEE is included thereon under a standard non-contributory mortgagee clause acceptable to MORTGAGEE whenever any such separate insurance is taken out and shall promptly deliver to MORTGAGEE the original policy or policies of such insurance. In the event of a foreclosure sale, all interest in all insurance policies in force shall pass to MORTGAGEE, transferee or purchaser, as the case may be.

Within ninety (90) days following the end of each fiscal year of MORTGAGOR, at the request of the MORTGAGEE, MORTGAGOR agrees to furnish evidence of replacement cost, without cost to the MORTGAGEE, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building(s) and other improvements on the Premises.

8. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE. In case of loss or damage by fire or other casualty, MORTGAGEE is authorized upon notification to MORTGAGEE prior to adjustment or settlement, to allow MORTGAGOR to agree with the insurance company or companies on the amount to be paid in regard to such loss. MORTGAGEE is authorized to collect and receipt for any such insurance monies. Such insurance proceeds may, at the option of the MORTGAGEE, be: (a) applied in reduction of the indebtedness, whether due or not; or (b) held by the MORTGAGEE and applied to pay for the cost of repair, rebuilding or restoration of buildings or other improvements on the Premises, such proceeds shall be made available in the manner and under the conditions that the MORTGAGEE may require. In any event, the buildings and other improvements shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed the sum of TEN THOUSAND DOLLARS (\$10,000.00), then the MORTGAGEE must approve plans and specifications of such work before such work shall be commenced. If the proceeds are made available by the MORTGAGEE to reimburse the MORTGAGOR or any lessee for the cost of repair, rebuilding or restoration, any surplus which may remain out of said insurance proceeds, after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party (hereinafter defined) shall, at the option of the MORTGAGEE, be applied on account of the indebtedness or paid to any party entitled thereto as the same appear on the records of the MORTGAGEE. No interest shall be allowed to MORTGAGOR on any proceeds of insurance held by the Disbursing Party.

As used in this Paragraph 8, the term "Disbursing Party" refers to the MORTGAGEE and to any responsible trust company or title insurance company selected by the MORTGAGEE.

9. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. The MORTGAGEE hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien, which may be asserted.

10. STAMP TAX; EFFECT OF CHANGES IN LAWS REGARDING TAXATION. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the MORTGAGOR, any tax is due or becomes due in respect of the issuance of the Note, the MORTGAGOR covenants and agrees to pay such tax in the manner required by any such law. The MORTGAGOR further covenants to reimburse the MORTGAGEE for any sums which MORTGAGEE may expend by reason of the imposition of any tax on the issuance of the Note.

In the event of the enactment, after this date, of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the MORTGAGEE the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by MORTGAGOR, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the MORTGAGOR'S interest in the Premises, or the manner of collection of taxes so as to affect this Mortgage or the debt secured hereby, then, and in any such event, the MORTGAGOR, upon demand by the MORTGAGEE, shall pay such taxes or

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assessments or reimburse the MORTGAGEE therefor; provided, however, that if in the opinion of counsel of the MORTGAGEE: (a) it might be unlawful to require MORTGAGOR to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the MORTGAGEE may elect, by notice in writing given to the MORTGAGOR, to declare all of the indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

11. OBSERVANCE OF LEASE ASSIGNMENT. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, MORTGAGOR has assigned to the MORTGAGEE all of their right, title and interest as lessors in and to all current leases of the Premises, the leases listed on the SCHEDULE OF LEASES attached hereto, if any, and all future leases of the Premises. All leases of the Premises are subject to the approval of the MORTGAGEE as to form, content and lessee(s).

MORTGAGOR will, without MORTGAGEE's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the indebtedness; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the lessee thereunder.

MORTGAGOR at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the lessor thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the lessees to be kept and performed, but (except as hereinafter provided), MORTGAGOR shall not modify, amend, cancel, terminate or accept surrender of any lease without the prior written consent of MORTGAGEE; MORTGAGOR may modify or amend such leases without the prior written consent of MORTGAGEE provided that such modifications or amendments do not affect the economics (such that the rent payable thereunder is less than that represented on the certified rent roll of the Premises delivered to and accepted by MORTGAGEE [the "Rent Roll"]), the term (such that the term is shorter than that represented on the Rent Roll), the square footage, the termination rights and/or other major material provisions of such lease and MORTGAGOR may cancel, terminate or accept surrender of any lease provided that the same is done in the ordinary course of business; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of lessor or of any lessees thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to MORTGAGEE, upon written request of MORTGAGEE, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to MORTGAGEE upon demand, any and all instruments required to effectuate said assignment; (v) furnish MORTGAGEE, within ten (10) days after a request by MORTGAGEE so to do, a written statement containing the names of all lessees and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by MORTGAGEE any right to request from the lessee under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate MORTGAGEE, expressly or by implication, to perform any of the covenants of any lessor under any of the leases assigned to MORTGAGEE or to pay any sum of money or damages therein provided to be paid by the lessor, each and all of which covenants and payments MORTGAGOR agrees to perform and pay or cause to be performed and paid.

At the option of the MORTGAGEE, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by MORTGAGEE and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

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Each lessee under each prospective lease of the Premises shall, at the option of the MORTGAGEE, agree to attorn to MORTGAGEE or to any other person succeeding to the interest of lessor as a result of any enforcement by MORTGAGEE of any remedy provided by law or herein upon an event of default hereunder, and shall agree to recognize the MORTGAGEE or such successor in interest as lessor under such lease without change in the amount of rent or other provisions thereof; provided, however, that the MORTGAGEE shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment of or modification to any lease made without the consent of the MORTGAGEE. Each lessee, upon request by MORTGAGEE, shall execute and deliver an instrument or instruments confirming such agreements and attornment.

MORTGAGEE shall have the option to declare this MORTGAGE in default because of a material default of lessor in any lease of the Premises, whether or not such default is cured by MORTGAGEE pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents and Leases executed pursuant to this Paragraph (1) shall constitute a default hereunder, on account of which the whole of the indebtedness shall at once, at the option of the MORTGAGEE, become immediately due and payable, without notice to the MORTGAGOR.

12. MORTGAGOR AND LIEN NOT RELEASED. From time to time MORTGAGEE may, at MORTGAGEE'S option, without giving notice to or obtaining the consent of MORTGAGOR or MORTGAGOR'S successors or assigns or the consent of any junior lien holder, guarantor or lessee, without liability on MORTGAGEE'S part and notwithstanding MORTGAGOR'S breach of any covenant, agreement or condition of MORTGAGOR contained in this Mortgage: (a) release anyone primarily or secondarily liable on any of the indebtedness; (b) accept a renewal note or notes therefor; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the indebtedness; (e) consent to any plat, map or plan of the Premises; (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with MORTGAGOR to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the monthly installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the indebtedness.

Any actions taken by MORTGAGEE pursuant to the terms of this Paragraph 12 shall not impair or affect: (a) the obligation of MORTGAGOR or MORTGAGOR'S successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

MORTGAGOR shall pay to MORTGAGEE a reasonable service charge, and such title insurance premiums and attorneys' fees as may be incurred by MORTGAGEE for any action described in this Paragraph 12 taken at the request of MORTGAGOR.

13. PERFORMANCE OF DEFAULTED ACTS BY MORTGAGEE OR HOLDERS OF THE NOTE. In case of default herein, MORTGAGEE may, but need not, make any payment or perform any act herein required of MORTGAGOR in any form and manner MORTGAGEE deems expedient, and may, but need not, make full or partial payments of principal or 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 or cure any default of any lessor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other monies advanced by MORTGAGEE in regard to any tax referred to in Paragraph 10 or to protect the Premises or the lien hereof shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate of interest as defined in the Note. Inaction of MORTGAGEE shall never be considered as a waiver of any right accruing to it on account of any default on the part of MORTGAGOR.

14. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT. If: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the

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terms thereof and shall continue for ten (10) days after written notice thereof from the MORTGAGEE; or (b) MORTGAGOR or any guarantor of the Note shall (i) file a petition for liquidation, reorganization or adjustment of debt under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.) or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay its debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (c) any order for relief of the MORTGAGOR or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the MORTGAGOR or for any guarantor of the Note, or for all or the major part of the property of MORTGAGOR or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the MORTGAGOR or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the MORTGAGOR or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, with respect to any voluntary proceeding referred to above, or within sixty (60) days, with respect to any involuntary proceeding referred to hereinabove; or (d) the MORTGAGOR or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (e) default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by MORTGAGOR and shall continue for thirty (30) days after written notice thereof from MORTGAGEE; or (f) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by MORTGAGOR in any other instrument given at any time to secure the payment of the Note and shall continue for thirty (30) days after written notice thereof from the MORTGAGEE; (g) default shall be made under the terms of any documents evidencing or securing a lien which has been expressly subordinated to the lien of this Mortgage with MORTGAGEE's consent; then and in any such event, the whole of the indebtedness shall at once, at the option of the MORTGAGEE, become immediately due and payable without notice to MORTGAGOR. If while any insurance proceeds or condemnation awards are held by or for the MORTGAGEE to reimburse MORTGAGOR or any lessee for the cost of repair, rebuilding or restoration of buildings or other improvements on the Premises, as set forth in Paragraphs 8 and 21 hereof, the MORTGAGEE shall be or become entitled to accelerate the maturity of the indebtedness, then and in such event, the MORTGAGEE shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to MORTGAGOR or any party entitled thereto, without interest, as the same appear on the on the records of the MORTGAGEE.

15. FORECLOSURE; EXPENSE OF LITIGATION. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or MORTGAGEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of MORTGAGEE for attorneys fees, MORTGAGEE's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the order or decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as MORTGAGEE may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by MORTGAGEE, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall become so much additional indebtedness secured hereby and immediately due and payable,

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with interest thereon at the Default Rate, when paid or incurred by MORTGAGEE. At all times, the MORTGAGOR shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of MORTGAGEE affect the value of the Premises, the priority of this Mortgage or the rights and powers of MORTGAGEE hereunder or under any document given at any time to secure the indebtedness. MORTGAGOR shall at all times, indemnify, hold harmless and reimburse MORTGAGEE on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall bear interest after demand at the Default Rate specified in the Note, and such interest shall be secured hereby and shall be due and payable on demand.

16. APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to MORTGAGOR, its legal representatives or assigns, as their rights may appear.

17. APPOINTMENT OF RECEIVER OR "MORTGAGEE IN POSSESSION". Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the MORTGAGEE hereunder may be appointed as such receiver or as a "mortgagee in possession". Such receiver or the mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when MORTGAGOR, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver or the mortgagee in possession to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

18. RIGHTS CUMULATIVE; NO WAIVER. Each right, power and remedy conferred upon the MORTGAGEE by this Mortgage and by all other documents evidencing or securing the indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the MORTGAGEE; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the MORTGAGEE in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

19. RIGHT OF INSPECTION. MORTGAGEE shall have the right (and MORTGAGOR shall cooperate with MORTGAGEE with respect to such right) to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. Such inspection right shall include the right to have environmental engineers, consultants or other experts retained by MORTGAGEE inspect the Premises and conduct such tests or investigations as any one of them deems necessary in the search for or location of possible hazardous waste materials on the Premises. Such

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cooperation of MORTGAGOR shall include, without limitation, providing true and accurate copies of permits and other documents regarding the environmental conditions of the Premises in MORTGAGOR'S possession and responding as accurately and truthfully as possible to questions asked, if any, in an inspection of the Premises.

20. LIMITS ON MORTGAGEE'S DUTY. MORTGAGEE has no duty to examine the title, location, existence, or condition of the Premises, nor shall MORTGAGEE be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of MORTGAGEE, and it may require indemnities satisfactory to it before exercising any power herein given.

21. CONDEMNATION. MORTGAGOR hereby assigns, transfers and sets over unto the MORTGAGEE the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The MORTGAGEE may elect: (a) to apply the proceeds of the award or claim upon or in reduction of the indebtedness, whether due or not; or (b) to make those proceeds available to MORTGAGOR or any lessee for repair, or restoration of the Premises, in the manner and under the conditions that the MORTGAGEE may require. In any event, the Premises shall be repaired, or restored in accordance with plans and specifications to be submitted to and approved by the MORTGAGEE. If the proceeds are made available by the MORTGAGEE, any surplus which may remain out of said award after payment of such cost of repair or restoration and the reasonable charges of administration shall, at the option of the MORTGAGEE be applied on account of the indebtedness or paid to any party entitled thereto as the same appear on the records of the MORTGAGEE. No interest shall be allowed to MORTGAGOR on the proceeds of any award held to be so administered.

22. RELEASE UPON PAYMENT AND DISCHARGE OF OBLIGATIONS. MORTGAGEE shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured (including any late charges provided for herein or in the Note) and upon payment of a reasonable fee to MORTGAGEE for the execution of such proper instrument.

23. WAIVER OF DEFENSE. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

24. WAIVER OF STATUTORY RIGHTS. MORTGAGOR shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. MORTGAGOR, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. MORTGAGOR does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of the MORTGAGE on behalf of the MORTGAGOR and each and every person, except judgment creditors of the MORTGAGOR in its representative capacity and of the trust estate acquiring any interest in or title to the Premises subsequent to the date of this MORTGAGE.

25. FILING AND RECORDING CHARGES AND TAXES. MORTGAGOR will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imposts, execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

26. USURY EXEMPTION. MORTGAGOR, after seeking appropriate counsel in connection herewith, covenants and agrees that the loan is exempt from the limitations on interest rate which may be charged on loans pursuant to an exemption properly available under the laws of the State of Illinois.

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27. MISCELLANEOUS.

A. **Binding Nature:** This Mortgage and all provisions hereof shall extend to and be binding upon the original MORTGAGOR named on Page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through MORTGAGOR; and the words "MORTGAGOR" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

B. **Severability and Applicable Law:** In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the MORTGAGEE or holder of the Note, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the State of Illinois, and the enforcement of the remedies of MORTGAGEE hereunder shall be governed by the laws of the State of Illinois.

C. **Governmental Compliance:** MORTGAGOR shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgage to include the Premises or any part thereof in fulfillment of any governmental requirement, and MORTGAGOR hereby assigns to MORTGAGEE any and all rights to give consent for all or any portion of the Premises to be so used. Similarly, no lands or improvements comprising the Premises shall be included with any lands or improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirement. MORTGAGOR shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by MORTGAGOR which would result in a violation of any of the provisions of this Paragraph 27(C) shall be void.

D. **Non-joinder of Lessees:** After an event of default, MORTGAGEE shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any lessee or lessees of the Premises, if any. The failure to join any lessee or lessees, if any, of the Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by MORTGAGOR as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

E. **Notices:** Any notice which either MORTGAGOR or MORTGAGEE (or holders of the Note) may desire or be required to give to the other party shall be in writing, and the mailing thereof, by certified mail addressed to the MORTGAGOR or MORTGAGEE, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as either MORTGAGOR or MORTGAGEE may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

F. **Regulation G Clause:** MORTGAGOR covenants that the proceeds evidenced by the Note secured hereby will not be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation G issued by the Board of Governors of the Federal Reserve System.

28. **SECURITY AGREEMENT AND FINANCING STATEMENT.** MORTGAGOR and MORTGAGEE agree: (1) that this MORTGAGE shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State in which the Premises are located (the "Code") with respect to all sums on deposit with the MORTGAGEE pursuant to Paragraph 8 and 21 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in EXHIBIT "A" or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1903.

CLERK OF THE COUNTY OF COOK, ILLINOIS

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such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the MORTGAGEE; and (iii) that the Deposits and all of MORTGAGOR'S right, title and interest therein are hereby assigned to the MORTGAGEE; all to secure payment of the indebtedness and to secure performance by the MORTGAGOR of the terms, covenants and provisions hereof.

In the event of a default under this MORTGAGE, the MORTGAGEE, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the MORTGAGEE shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the MORTGAGEE shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by MORTGAGEE. The MORTGAGOR agrees that without the written consent of the MORTGAGEE, the MORTGAGOR will not remove or permit to be removed from the Premises any of the Collateral except that so long as the MORTGAGOR is not in default hereunder, MORTGAGOR shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other at least equal in value and utility to the initial value and utility of that disposed of and in such manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the MORTGAGEE shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the collateral shall be and become immediately subject to the security interest of this MORTGAGEE and covered hereby. The MORTGAGOR shall, from time to time, on request of the MORTGAGEE, deliver to the MORTGAGEE at the cost of the MORTGAGOR: (i) such further financing statements and security documents and assurances as MORTGAGEE may require, to the end that the liens and security interest created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. The MORTGAGOR covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the MORTGAGEE otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

The MORTGAGOR and the MORTGAGEE agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described in EXHIBIT "A"; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Code; and (iii) MORTGAGOR is a record owner of the land described in EXHIBIT "A".

If the Collateral is sold in connection with a sale of the Premises, MORTGAGOR shall notify the MORTGAGEE prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume MORTGAGOR'S obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the MORTGAGEE to maintain MORTGAGEE'S first perfected security interest in the Collateral, Deposits and the deposits described in Paragraph 6 above.

29. LIEN FOR LOAN COMMISSIONS, SERVICE CHARGES AND THE LIKE. So long as the original MORTGAGEE named on Page 1 hereof is the holder of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the MORTGAGEE in connection with the loan transaction intended to be secured hereby.

30. DUE ON SALE OR FURTHER ENCUMBRANCE CLAUSE. Except for the "Permitted Transfer", as hereinafter defined, any sale, conveyance, assignment, further encumbrance or other transfer of title to the

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Premises or any interest therein (whether voluntary or by operation of law), without the prior written consent of the MORTGAGEE, shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

(a) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the beneficial interest or power of direction under the trust agreement with the MORTGAGOR;

(b) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any share of stock of any corporation (herein called a "Beneficiary Corporation") which is the beneficiary or one of the beneficiaries under the trust agreement with the MORTGAGOR or of any corporation directly or indirectly controlling such Beneficiary Corporation;

(c) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in any limited partnership or general partnership (herein called the "Partnership") which is the MORTGAGOR or is the beneficiary or one of the beneficiaries under the trust agreement with the MORTGAGOR;

(d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling the Partnership.

Permitted Transfer for the purposes hereof shall mean that certain mortgage dated August 26, 1988, subordinated to the lien hereof, encumbering the Premises from MORTGAGOR to Royal Faubion, securing that certain promissory note of even date with the mortgage in the principal amount of \$50,000.00

Any consent by the MORTGAGEE, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the MORTGAGEE upon, a subsequent event of default under this Paragraph.

31. ENVIRONMENTAL CONDITION. In addition to the agreements and representations made in Paragraph 1 of this Mortgage, MORTGAGOR shall not cause or permit any toxic or hazardous substance or waste or underground storage tanks or any other pollutants which could be detrimental to the Premises, health, or the environment or that could violate any local, state or federal laws or regulations to be present on or affect the Premises. MORTGAGOR agrees to indemnify, defend and save MORTGAGEE, its successors and assigns, harmless from and against any liability, loss, cost, damage or expense arising from any expense or lien, or any loss in value caused by any such toxic or hazardous substance or waste.

32. FURNISHING OF FINANCIAL STATEMENT TO MORTGAGEE. MORTGAGOR covenants and agrees that it will keep and maintain books and records of account, or cause books and records of accounts to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the MORTGAGEE and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either: (a) in accordance with generally accepted accounting practices consistently applied; or (b) in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

MORTGAGOR covenants and agrees to furnish, or cause to be furnished to the MORTGAGEE, semi-annually, within forty-five (45) days of December 31 and June 30 of each year during the term hereof, a copy of a semi-annual report of the operations of the improvements on the Premises such to include a balance sheet and supporting schedules and containing a detailed statement of income and expenses and a current rent roll, all certified by the general partner of MORTGAGOR, as being true, accurate and correct as of the date thereof.

If MORTGAGOR omits to prepare and deliver promptly any report required by this Paragraph 32, the MORTGAGEE may elect, in addition to

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exercising any remedy for an event of default as provided for in this Mortgage, to make an audit of all books and records of MORTGAGOR, including its bank accounts which in any way pertain to the Premises and to prepare the statement or statements which MORTGAGOR failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by the MORTGAGEE. MORTGAGOR shall pay all expenses of the audit and other services, which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the Default Rate.

IN WITNESS WHEREOF, MORTGAGOR has executed this Indenture as of the day and year first above written.

CHICAGO NEIGHBORHOOD INVESTORS LIMITED PARTNERSHIP III, an Illinois limited partnership, by the sole general partner thereof:

Chicago Neighborhood Investors, Inc., an Illinois corporation

By: [Signature]
S.L. Vander Zanden, President

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COUNTY OF COOK } SS

I, LORI MATELA-PETZEL, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that S.L. Vander Zanden, personally known to me to be the President of CHICAGO NEIGHBORHOOD INVESTORS, INC. a corporation of the State of Illinois and the sole general partner of CHICAGO NEIGHBORHOOD INVESTORS LIMITED PARTNERSHIP III, an Illinois limited partnership, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as such President, as his free and voluntary act and as the free and voluntary act and deed of said corporation and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of SEPTEMBER A.D. 1988.

Lori Matela-Petzel
Notary Public

My Commission Expires: FEBRUARY 11, 1989

COOK COUNTY, ILLINOIS
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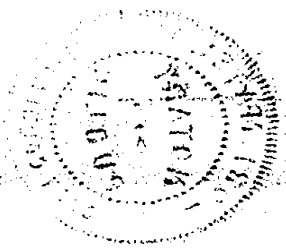
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SEAL OF THE STATE OF ILLINOIS
COUNTY OF COOK

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[Handwritten signature]
Notary Public

Witnessed by me this _____ day of _____, 19____.

Notary Public for Cook County, Illinois

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EXHIBIT "A"

Legal Description

THE NORTH 24.85 FEET OF LOT 25 IN SUBDIVISION OF BLOCK 3 IN BLOCK 5 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-32-412-032-0000

COMMONLY KNOWN AS: 1874 NORTH FREMONT, CHICAGO, ILLINOIS 60614

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

TO: [Illegible] FROM: [Illegible]

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