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Handwritten notes:
Melrose Park Bank
The Melrose Park Bank
Melrose Park, Ill 60160

Which real estate has the address of 905 Clinton Place, River Forest Illinois, and which, with the property herein described, is referred to herein as the "Premises".

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Property of Cook County, Illinois
1988 NOV 21 AM 9:41
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P.L.N. 15-01-411-008

Lot 6 (except the North 30 feet thereof) in Block 10 in the Subdivision of Blocks 1, 8, 9, 10, 11, 14, 15 and 16 in Bogue's Addition to Oak Park, being a Subdivision in the South East 1/4 of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, does hereby mortgage, grant and convey to Mortgagee the following described real estate located in VILLAGE OF RIVER FOREST, County of COOK, State of Illinois:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED NINETY SIX THOUSAND & NO/100----- (\$ 196,000.00) which indebtedness is evidenced by Mortgagor's Note dated _____, 19____ (hereinafter referred to as the "Note"), which Note provides for payments of the indebtedness as set forth therein.

THIS MORTGAGE made this _____ day of _____, 19____ between BARTST RETIREMENT HOME, a corporation of Illinois (hereinafter referred to as "Mortgagor") and MELROSE PARK BANK AND TRUST, an Illinois Corporation, whose address is 17th Avenue @ Lake Street, Melrose Park, IL 60160 (hereinafter referred to as "Mortgagee");

MORTGAGE

MELROSE PARK BANK & TRUST - Ann Leone
17TH AVENUE AT LAKE STREET
MELROSE PARK, ILLINOIS 60160

This instrument was prepared by
(Corporate-Individual-
Partnership Borrowing)

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Handwritten initials: JCS

Vertical handwritten note: 11-88-0411-008

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(b) Pay immediately when due and payable and before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the Premises, including those heretofore

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

2. In addition, the Mortgagor shall:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any future advances allowed under and secured by this Mortgage.

IT IS FURTHER UNDERSTOOD THAT:

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

Mortgagor conveys and mortgages hereby the real estate and purposes of this Mortgage to be deemed to be real estate and appropriated to the use of the real estate, and shall be for the declared to form a part and parcel of the real estate and to be intended so to be a unit and are hereby understood, agreed and above specified) and all rights hereby conveyed and mortgaged are whether affixed or annexed or not (except where otherwise herein- and property hereinabove described, real, personal and mixed, of property or specifically mentioned. All of the land, estate being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items relate to the use, occupancy and enjoyment of the Premises, it conducted upon the Premises as distinguished from fixtures which constitute trade fixtures used in the operation of any business fixtures, apparatus, equipment and articles, other than such as ventilation, including (without restricting the foregoing): all generation (whether single units or centrally controlled), and water, light, power, sprinkler protection, waste removal, refrigeration or thereon used to supply heat, gas, air conditioning, all fixtures, apparatus, equipment or articles now or hereafter and on a party with said real estate and not secondarily), and as Mortgagor may be entitled thereto (which are pledged primarily issues and profits thereof for so long and during all such times fixtures and appurtenances thereto belonging, and all rents, TOGETHER with all improvements, tenements, easements,

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due, and to furnish the Mortgage, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest. Upon the request of Mortgagee, the Mortgagee shall deposit monthly an amount sufficient to pay when due and payable all general taxes and said deposits may be held without any allowance of interest and need not be kept separate and apart. The Mortgagee may, at its expense and after prior notice to the Mortgagee in its own name and behalf in good faith by appropriate proceeding duly instituted and diligently prosecuted, contest any such taxes, assessments, and other charges and in the event of any such contest, may permit the taxes, assessments or other such charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided during such period enforcement of any such contested items shall be effectively stayed and provided further that the Mortgagee shall deposit with the Mortgagee an amount equal to not less than one hundred ten percent (110%) of the contested amount (including all interest, penalties and other charges applicable thereto) to be used for the payment of such contested amount in the event that such proceeding is decided against the Mortgagee. However, if at anytime the Mortgagee shall notify the Mortgagee that, in the opinion of its counsel, by nonpayment of any such items the lien or security interest created by this Mortgagee as to any part of the Premises will be materially affected or the Premises or any part thereof will be subject to imminent loss or forfeiture, the Mortgagee shall promptly pay such taxes, assessments or charges. Any monies advanced by Mortgagee with respect to the payment of any general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the Premises shall be deemed so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at an interest rate which is 2% in excess of the rate set forth in the Note, provided however, that nothing contained herein shall create any responsibility or obligation on the Mortgagee to pay any amount owing with respect to any taxes regarding the Premises.

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(C) Keep the Premises and all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire and extended coverage, malicious mischief and vandalism and such other hazards in such amounts as may reasonably be required by Mortgage for the full insurable value thereof, but in any case in such amounts as to negate the Mortgage being a co-insurer in the event of the occurrence of a fire or other insurance casualty. Mortgage shall also provide and keep in effect comprehensive public liability insurance with such limits for personal injury and death and property damage as Mortgage may reasonably require, and will also keep in effect upon the request of Mortgage rent loss insurance and/or business interruption insurance, employer's liability and workmen's compensation insurance, in such amounts as Mortgage may reasonably require. All policies of insurance to be furnished hereunder shall be in form, companies and amounts reasonably satisfactory to Mortgage, with standard mortgage loss payable clauses attached to all policies in favor of and in form satisfactory to Mortgage, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgage. Mortgage shall deliver the original of all policies, including additional and renewal policies, to Mortgage, and, in the case of insurance about to expire, shall deliver renewal policies not less than (30) days prior to their respective dates of expiration. If any renewal policy is not delivered to Mortgage thirty (30) days before the expiration of any existing policy or policies with evidence of premium paid, Mortgage may, but is not obligated to, obtain the required insurance on behalf of Mortgage (or insurance in favor of Mortgage alone) and pay the premiums thereon. Any monies so advanced shall be so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at an interest rate which is two percent (2%) in excess of the rate set forth in the Note, so long as any sum remains due hereunder or under the Note, Mortgage and agrees that it shall not place, or cause to be placed or issued, any separate casualty, fire, rent loss, or liability insurance from the insurance required to be maintained under the terms hereof, unless in each such instance the Mortgage herein is included therein as the payee under a standard mortgage's loss payable clause. Mortgage covenants to advise Mortgage whenever any such separate insurance coverage is placed,

Property

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issued or renewed, and agrees to deposit the original of all such policies with mortgagee. Application by the mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the mortgagor from making all monthly payments due under the Note.

(d) Deposit with mortgagee upon request of mortgagee, an amount sufficient to pay premiums due or which may become due relating to any insurance required hereunder in such manner and at such times as mortgagee may, in its sole discretion, deem advisable. Such deposits shall be held without any allowance of interest and need not be kept separate and apart. In no event shall mortgagee be liable for any damages arising out of mortgagee's manner or method of estimating or making such payments.

(e) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(f) Subject to the provisions hereof, restore and rebuild any buildings or improvements now or at any time upon said property and destroyed by fire or other casualty so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursement party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractors and subcontractors sworn statements and other evidence of cost and payment so that the disbursement party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics lien claims. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the sum of \$ _____, then the mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which remains out of said insurance proceeds after

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payment of such costs of building or restoring shall at the option of the Mortgagee be applied on accounts of the indebtedness secured hereby or be paid to any party entitled thereto without interest.

(g) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claims of lien not expressly subordinated to the lien hereof.

(h) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(i) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(j) Comply with the provisions of any lease if this Mortgage is on a leasehold.

3. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under any insurance policies without the consent of Mortgagee, or (b) to allow Mortgagee to agree with the insurance company or companies on the amount to be paid up on the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. In case of any such loss or damage, if in Mortgagee's sole judgment and determination, the improvements to the mortgaged Premises cannot be restored and completed, or in the event in Mortgagee's sole judgment and determination the funds collected from any such insurance settlements are deemed insufficient to pay for the full and complete restoration and repair of such damage, Mortgagee shall have the right to collect any insurance proceeds and apply the same toward payment of the indebtedness secured hereby, after deducting therefrom all expenses and fees of collection, with the further proviso that should the net insurance proceeds be insufficient to pay then existing indebtedness secured hereby together with all accrued interest, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. If, however, in Mortgagee's sole judgment and determination, the damage sustained to the Premises can be restored in apt time, and, further, in Mortgagee's sole discretion and determination, the funds recovered from such loss (either alone or with additional funds deposited by Mortgagee) are, in Mortgagee's judgment sufficient to pay the full and complete cost of such restoration, such funds will be made available for disbursement by Mortgagee on presentation of good and sufficient architect's certificate and waivers of lien, provided, however, that should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagee (but not against Mortgages)

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(a) Mortgagor (1) is duly organized, validly existing and in good stand- ing under the laws of the State of Illinois and has complied with all conditions prerequisite to its doing business in the State of Illinois; (ii) has the power and authority to own its properties and to carry on its business as now being conducted; (iii) is qualified to do business in every juris- diction in which the nature of its business or the properties makes such qualification necessary; and

4. Mortgagor hereby represents and covenants to Mortgagee that: Nothing contained in this Mortgage shall create any re- sponsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon or to perform any act hereunder.

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

to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty submitted by Mortgagor or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, then Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balances to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder.

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(iv) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(b) (i) the execution, delivery and performance by Mortgagor of the Note, this Mortgage, and all additional security documents, and the borrowing evidenced by the Note (A) are within the powers of Mortgagor; (B) have been duly authorized by all requisite actions; (C) have received all necessary governmental approval; (D) do not violate any provision of any law, any order of any court or agency of government or any indenture, agreement or other instrument to which Mortgagor is a party, or by which it or any portion of the premises is bound; and (E) are not in conflict with, nor will it result in breach of, or constitute (with due notice and/or lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage and all additional documents securing the Note and (ii) the Note, this Mortgage, and all additional documents securing the Note, when executed and delivered by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor, and other obligors named therein, in any, in accordance with their respective terms; subject, however, to such exculpatory provisions as may be hereinafter specifically set forth.

(c) All other information, reports, papers, balance sheets, statements of profit and loss, and data given to Mortgagee, its agents, employees, representatives or counsel in respect of Mortgagor and all other documents securing the payment of the Note are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

(d) There is no pending action or proceeding against or affecting Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, nor, to the knowledge of Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which it adversely determined

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would materially impair or affect the financial condition or operation of Mortgagor or the mortgaged Premises.

5. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

6. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at two percent (2%) above the rate set forth in the Note secured hereby shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose not to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

7. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

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8. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation of any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvement), then and in any of said events, the Mortgage is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any and all proceeds of the Mortgage to the Mortgagor, and said mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises en masse without the offering of the several parts separately.

9. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as homestead, appoint either the Mortgagor as "Mortgagee in Possession" or a receiver, with power to manage and rent and to collect the rents, issues, and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues, and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items including the expenses of such receiver-ship, or on any deficiency decree whether there by a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of three percent (3%) above the interest rate as defined in the Note, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as to and include items to be expended after the entry

14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail

13. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 5 hereof. All covenants and agreements of Mortgagor shall be binding upon the beneficiaries of Mortgagee and any other party claiming any interest in the premises under Mortgagee.

12. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

11. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

10. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagee's successor against such successor or not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagee's successors in interest.

9. Notwithstanding to whomsoever the purchase money, any, shall be paid to the Mortgagor, and the purchaser shall be bound to see to the application of the purchase money. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

8. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

7. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

6. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

5. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

4. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

3. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

2. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

1. In the event of a foreclosure of the premises or the security hereof, all of the proceeds therefrom shall first be paid out of the proceeds thereof to the extent of the amount of the debt and the interest thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

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20. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

19. Mortgagor will at all times deliver to the mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the premises and shall permit access by the mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof.

18. Mortgagee, its agents and assignees, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

17. Mortgagee shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", not existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. MORTGAGOR DOES HERELY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR IN THEIR REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

15. Upon payment of all sums secured by this mortgage, Mortgagee shall release this mortgage. Mortgagee shall pay all costs of recordings of any documentation necessary to release this mortgage.

15. Mortgagee assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the premises.

15. Upon payment of all sums secured by this mortgage, Mortgagee shall release this mortgage. Mortgagee shall pay all costs of recordings of any documentation necessary to release this mortgage.

addressed to Mortgagee at Illinois, or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Mortgagee or Mortgagee when given in the manner designated herein.

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21. No construction shall be commenced upon the Premises or upon any adjoining land at any time owned or controlled by Mortgagee or by other business entities related to Mortgagee, unless the plans and specifications for such construction shall have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage.

22. The Mortgagee will pay all utility charges incurred in connection with the premises and all improvements thereon and maintain all utility services now or hereafter available for use at the premises.

23. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the Act), the Mortgagee will keep the Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.

24. This Mortgage shall be governed by the law of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

25. In the event of a deficiency upon a sale of the Premises pledged hereunder the Mortgagee, then the Mortgagee shall forthwith pay such deficiency including all expenses and fees which may be incurred by the holder of the Note secured by this Mortgage in enforcing any of the terms and provisions of this Mortgage.

26. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagee" shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

27. (a) To further secure the indebtedness secured hereby, Mortgagee does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any

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lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avals thereunder, unto the Mortgagee, and Mortgagee does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the Premises.

(b) The Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than two installments in advance and that the payment of none of the rents to accrue for any portion of the Premises has been or will be waived, released, reduced, discounted, or otherwise discharged or compromised by the Mortgagee. The Mortgagee waives any rights or set off against any person in possession of any portion of the Premises. Mortgagee agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises.

(c) Nothing herein contained shall be construed as constituting the Mortgagee as a mortgagee in possession in the absence of the taking of actual possession of the Premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagee.

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

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(b) To the payment of taxes and special assessments now due or which may hereafter become due on the premises;

(a) To the payment of the operating expenses of the premises including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to any agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance heretofore authorized;

28. The Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Paragraph 27 hereof, shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(f) The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake liability under any leases, and the Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagee shall reimburse the Mortgagee therefor immediately upon demand.

(e) Although it is the intention of the parties that the assignment contained in this paragraph 27 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as Mortgagee is not in default hereunder, or under the Note, it shall have the privilege of collecting and retaining the rents accruing under the leases assigned hereby, until such time as Mortgagee shall elect to collect such rents pursuant to the terms and provisions of this Mortgage.

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is, and at all times and for all purposes and in all proceedings use therein and/or which is described or reflected in this Mortgage with the production of income from the premises and/or adapted for intention of the parties hereto, that everything used in connection to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and the hereby stated filing of such a financing statement in the records normally having Mortgagee's sole election. Mortgagor and Mortgagee agree that the enacted and specified in the Illinois Commercial Code, all as

herein created, by the specific statutory consequences now or hereinafter in any financing statement filed to perfect the security interest law, or (iii) as to such part of the security which is also reflected contained shall be (i) as prescribed herein, or (ii) by general of the covenants, terms and conditions of the agreements herein use or enjoyment of the premises. The remedies for any violation referred to or described herein or in anyway connected with the all personal property, fixtures and goods affecting property either a security interest in favor of Mortgagee in all property including as defined in the Illinois Commercial Code. This Mortgage creates 31. This Mortgage shall be deemed a Security Agreement

air, water and land. exist. For purposes hereof, the term "atmosphere" shall include and abate whatever nuisance or violation is claimed or alleged to other municipal body, that it will immediately cure such violations are served with notice of violation by any such R.P.A. Agency or of any such regulations; and in case Mortgagee (or said lessees) lessors, will not unduly or unreasonably pollute the atmosphere regulations and the use of said buildings by Mortgagee, or Mortgagee's improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable R.P.A. 30. Mortgagor covenants that the buildings and other

the indebtedness secured hereby, or otherwise. to any other instrument or document evidencing or securing any of sion or exercising any rights pursuant to this Mortgage or pursuant or joint venture on account of its becoming a mortgagee in possession of the foregoing, Mortgagee shall not be deemed to be such a partner with Mortgagee or any beneficiary of Mortgagee. Without limitation no event shall Mortgagee be deemed to be a partner or joint venturer 29. Mortgagor and Mortgagee acknowledge and agree that in

foreclosure sale. (d) To the payment of any indebtedness secured hereby or any deficiency which may result from any

rentable; in the judgment of the Mortgagee, make it readily of placing said property in such condition as will, and improvements of the premises, and renewals, replacements, alterations, additions, (c) To the payment of all repairs, decorating,

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32. Mortgagor covenants and agrees to furnish to Mortgagee with _____ () after the end of each fiscal year of the operation of the Premises, commencing with the current fiscal year, an annual operating statement containing statements of income and expense relating to the Premises, setting forth in each case, the comparative form the figures for the previous fiscal year, all in form and detail satisfactory to the Mortgagee and prepared and certified by a certified public accountant of recognized standing, licensed to do business in the State of Illinois selected by the Mortgagee and acceptable to the Mortgagee or supported by an affidavit of a principal of the Mortgagee.

Notwithstanding the aforesaid, the Mortgagee covenants and agrees that so long as any balance remains unpaid on the Note, it will execute (or cause to be executed) and deliver to Mortgagee, such renewal certificates, affidavits, extension statements or other documentation in proper form, so as to keep perfected the lien created by any Security Agreement and Financing Statement given to Mortgagee and to keep and maintain the same in full force and effect until the entire principal indebtedness and all interest to accrue thereunder has been paid in full; with the proviso that the failure of the undersigned Mortgagee to so do shall constitute a default hereunder and under the Note secured hereby.

both legal or equitable shall be, regarded as part of the real estate irrespective of whether (1) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed in the commercial code records.

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My commission expires _____
Notary Public

I, _____, a Notary Public in and for
said County in the State aforesaid, DO HEREBY CERTIFY THAT
personally known to me to be the same person whose
name subscribed that he signed, sealed and delivered the said instruments as
and voluntary act, for the uses and purposes therein set forth, including
the release and waiver of right of homestead,
GIVEN under my hand and notarial seal this _____ day of _____, 19____

(FOR-INDIVIDUAL MORTGAGORS)
STATE OF _____
COUNTY OF _____

My commission expires _____
Notary Public

I, _____, a Notary Public in and
for said County in the State aforesaid, DO HEREBY CERTIFY THAT
President of BAPTIST RETIREMENT HOME AND EDWARD M. LEWIS,
and JANICE KUHN, Secretary of said Corporation,
who are personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such President and Secretary, & VICE PRES.
respective, appeared before me this day in person and acknowledged
that they signed and delivered the said instrument as their own free
and voluntary act and as the free and voluntary act of said Corporation
as aforesaid, for the uses and purposes therein set forth,
GIVEN under my hand and notarial seal this _____ day of _____, 19____

(FOR CORPORATE MORTGAGORS)
STATE OF ILLINOIS
COUNTY OF COOK

JANICE KUHN, SECRETARY
EDWARD M. LEWIS, VICE PRES.

By: _____
JOSEPH G. BROSCHEKA, PRESIDENT
Attest: _____

IN WITNESS WHEREOF, this Mortgage is executed as of the day and year
first above written.
BAPTIST RETIREMENT HOME, a Corporation of Illinois