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THIS INSTRUMENT WAS PREPARED BY
AND MAIL TO:

Thomas W. Murphy
JOHNSON, CUSACK & BELL, LTD.
Suite 1800
211 West Wacker Drive
Chicago, Illinois 60606

MORTGAGE

THIS JUNIOR MORTGAGE is made this 1st day of May, 1988, between the Mortgagor, Chicago Title and Trust Company, not individually, but solely as Trustee under a trust agreement dated September 6, 1985 and known as Trust No. 1087476, (herein "Borrower" or "Mortgagor"), and the Mortgagee, Federal Asset Management Consultants, Ltd., an Illinois corporation, whose address is Suite 200S, 8600 Bryn Mawr, Chicago, Illinois (herein "Lender" or "Mortgagee").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY THOUSAND DOLLARS (\$30,000.00) which indebtedness is evidenced by Borrower's Note dated May , 1988 (herein "Note"), providing for installments of interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1989;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by 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 Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and

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convey to Lender the property located in the County of DuPage, State of Illinois as fully described on Exhibit A attached hereto and incorporated herein by this reference; which has the address of 321 Edgewater Drive, Bloomingdale, Illinois (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property 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 Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.

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2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law prior mortgages, if any, or to a written waiver by Lender, Borrower shall pay to Lender on the day quarterly installments and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-fourth (1/4) of the yearly taxes, and insurance which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-fourth (1/4) of yearly premium installments for hazard insurance, plus one-fourth (1/4) of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds. Unless applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, other assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, other assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principle of the Note, and then to interest and principal of the Note, and then to interest and principal on any Future Advances.

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4. CHARGES: LIENS. Borrower shall pay all taxes, and other assessments, charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly and currently pay any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien, except the prior mortgage liens as set forth in Exhibit B attached hereto, so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, and shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, provided that, in the reasonable opinion of the Lender, such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If at any time it should appear, in the reasonable opinion of Lender, that the insurance proceeds shall be insufficient to fully restore or repair the Property, Borrower shall make up the difference immediately upon demand by Lender, and Lender shall have no further responsibility to pay out any insurance proceeds until Borrower shall do so. If, within ten (10) days after such demand, Borrower shall not have paid such difference to Lender, Lender may declare an Event of Default. If such restoration or repair is not

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economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date of notice is mailed by Lender to Borrower then the insurance proceeds, at Lender's sole option, may be applied either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 13 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

7. DELETED.

8. INDEMNIFICATION. The Mortgagor will protect, indemnify and save harmless the Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs

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and expenses (including, without limitation, reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against the Mortgagee, as a result of (a) ownership of the Mortgaged Premises or any interest therein or receipt of any rent or other sum therefrom, (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways, (c) any use, non-use or condition of the Mortgage Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage, or (e) the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof. Any amounts payable to the Mortgagee under this paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at six percent (6%) over the then prime rate in effect at the First National Bank of Chicago from the date of such demand and shall constitute additional indebtedness secured by this Mortgage. The obligations of the Mortgagor under this section shall survive any termination or satisfaction of this Mortgage.

9. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not

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limited to, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. EVENTS OF DEFAULT. In the case one or more of the following events ("Events of Default") shall occur, to-wit:

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A. Failure to make prompt payment, when due, if any payments of principal and interest under the Note, and such failure continues for ten (10) days after Mortgage gives written notice thereof to Mortgagor; or

B. Subject to the rights granted under paragraph 23, if default shall be made in the payment of any Imposition when the same shall become due and payable, and if such default shall remain uncured for a period of ten (10) days after receipt by Mortgagor from Mortgagee of a written notice declaring such default; or

C. If default shall be made in the performance of any of the other covenants or provisions of the Note or this Mortgage and if such default shall remain uncured for a period of thirty (30) days after receipt by Mortgagor from Mortgagee of written notice declaring such default, provided that, if the default is curable but not reasonably capable of being cured within such thirty (30) day period, such, default shall be deemed cured for the purposes hereof if, and so long as, Mortgagor shall commence such cure within such thirty (30) day period and diligently pursue said cure to completion; or

D. If Mortgagor shall make a general assignment for the benefit of creditors, or shall state in writing or by public announcement its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt, or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or

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future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or any material portion of their assets; or

E. If, within sixty (60) days after the commencement of any proceeding against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Mortgagor, of any trustee, receiver or liquidator of Mortgagor, of any trustee, receiver or liquidator of Mortgagor or any material portion of their assets, such appointment shall not have been vacated; or

F. If Mortgagor shall make a further assignment of the rents, issues or profits of the Mortgaged Premises, or any part thereof, without the prior written consent of Mortgagor; or

G. If any representation or warranty made by Mortgagor in this Mortgage, or made heretofore or contemporaneously herewith in any other instrument, agreement or written statement in any way related hereto shall prove to have been false or incorrect in any material respect on or as of the date when made and such falsity or incorrectness shall materially affect the security of this Mortgage; or

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H. If a lien for the performance of work or materials supplied be filed against the Property encumbered by Lender's mortgage and is not satisfied or removed from the Property by bond or otherwise within a period of thirty (30) days after the filing thereof.

I. If any claim or action be brought against the Lender arising out of this transaction by any person (natural or otherwise) and indemnification therefrom, in form and substance satisfactory to Lender or its counsel, is not furnished to Lender within twenty (20) days from the date of notice of or service upon Lender of such claim or action.

J. Failure to comply with the requirements of any governmental or municipal authorities having jurisdiction over the Property encumbered by Lender's mortgage within thirty (30) days after the notice in writing of such requirements has been given.

K. If Borrower encumbers, transfers or conveys any interest in the Property without consent of Lender.

L. During the term of this Mortgage, as may be extended as provided in the Note, should there be a material change in Borrower's financial condition, the determination of which shall vest solely in the discretion of the Lender. Further, during the term of this Mortgage, there shall be no junior or subordinate financing on the Property encumbered herein without Lender's review and approval which shall be reasonable under the circumstances.

M. If an Event of Default (as therein defined) shall have occurred under any one of the following notes or mortgages:

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(i) That certain note executed and delivered by Mortgagor to Mortgagee in the principal amount of THIRTY THOUSAND DOLLARS (\$30,000.00) dated May ____, 1988, and the mortgage securing said note of even date therewith for recordation in the Office of the Recorder of Deeds, County of Cook, State of Illinois;

Then, in any such event, at the option of Mortgagee, the entire unpaid principal balance of the Note secured hereby, if any, and all accrued and unpaid interest under the Note, and any other sums secured hereby shall be due and payable immediately and, thereafter, each of said amounts shall bear interest at the Default Rate, as defined in the Note. After any such Event of Default, Mortgagee may institute, or cause to be instituted, proceedings for the realization of its rights under this Mortgage or the Note.

12. TAXES ON MORTGAGE OR NOTE. In the event of the passage of any law which deducts from the value of real property, for purposes of taxation, any lien thereon and which, in turn, imposes a tax, whether directly or indirectly, on this Mortgage or on the Note, and if Mortgagor is prohibited by law from paying the whole of such tax: in addition to every other payment required, hereunder, or if Mortgagor, although permitted to pay such tax, fails to do so in a timely fashion, then, in such event, at the option of Mortgagee, the entire unpaid principal balance of the Note secured hereby, and all accrued and unpaid interest under the Note, and any other sums secured thereby shall be due and payable immediately without premium and, thereafter, each of said amounts shall bear interest at the Default Rate.

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13. RIGHTS, POWERS AND REMEDIES OF MORTGAGEE. If an Event of Default shall occur, Mortgagee may, at any time, at its election and to the extent permitted by law and after thirty (30) days written notification to Mortgagor:

A. Advertise the Mortgaged Premises or any part thereof for sale and thereafter sell, assign, transfer and deliver the whole, or from time to time any part, of the Mortgage Premises, or any interest in any part thereof, at any private sale or at public auction, with or without demand upon Mortgagor, for cash, on credit or in exchange for other property, for immediate or future delivery, and for such price and on such other terms as Mortgagee may, in its discretion, deem appropriate or as may be required by law. The exercise of this power of sale by Mortgagee shall be in accordance with the provisions of any statute of the State of Illinois now or hereafter in effect which authorizes the enforcement of a mortgage by power of sale, or any statute expressly amending the foregoing;

B. Enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor and all other persons and any and all property therefrom, and may hold, operate, manage, and lease the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto. Mortgagee shall be under no liability for or by reason of such entry, taking of possession, removal, holding, operation or management, except that any amounts so

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received shall be applied as hereinafter provided in this paragraph; and

C. Make application for the appointment of a receiver for the Mortgaged Premises; whether such receivership be incident to a proposed sale of the Mortgaged Premises or otherwise, and Mortgagor hereby consents to the appointment of such receiver and agrees not to oppose any such appointment. Further, Mortgagor agrees that Mortgagee shall be appointed the receiver of the Mortgaged Premises at Mortgagee's option.

In the event the right to accelerate the indebtedness secured hereby or to foreclose the Mortgage has accrued to Mortgagee, whether the entire debt has then been accelerated or whether foreclosure proceedings have been commenced, Mortgagee may, without order of Court, notice to or demand upon Mortgagor, take possession of the Mortgaged Premises. Should Court proceedings be instituted, Mortgagor hereby consents to the entry of an order to effect and carry out the provisions of this paragraph C. While in possession of the Mortgaged Premises, Mortgagee shall have the following powers:

(i) To collect the rents and manage, lease, alter and repair the Mortgaged Premises, cancel or modify existing leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(ii) To pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance (if any) on account of the indebtedness secured hereby.

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Mortgagee may remain in possession of the Mortgaged Premises, in the event of a foreclosure, until the foreclosure sale and thereafter during the entire period of redemption (if any), if a deficiency exists. Mortgagee shall incur no liability for, nor shall Mortgagor assert any claim, set-off or recoupment as a result of, any action taken while Mortgagee is in possession of the Mortgaged Premises, except only for Mortgagee's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists a Default.

In order to facilitate Mortgagee's exercise of the rights, powers and remedies granted above, Mortgagor hereby irrevocably appoints Mortgaged its true and lawful attorney to act in its name and stead for the purpose of effectuating any sale, assignment, transfer or delivery authorized above, whether pursuant to power of sale or otherwise, and to execute and deliver all such deeds, bills of sale, leases, assignments and other instruments as Mortgagee may deem necessary and appropriate. Notwithstanding the foregoing, if requested by Mortgagee or any purchaser from Mortgagee, Mortgagor shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Mortgagee or such purchaser all appropriate deeds, bills of sale, leases, assignments and other instruments as may be designated in such request. Further, Mortgagor agrees that Mortgagee may be a purchaser of the Mortgaged Premises or any part thereof or any interest therein at any sale, whether pursuant to power of

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sale or otherwise, and may apply upon the purchase price the indebtedness secured hereby. Any purchaser at any sale shall acquire good title to the property so purchased, free of the lien of this Mortgage and free of all rights of redemption in Mortgagor. The receipt of the officer making the sale under judicial proceedings or of Mortgagee shall be sufficient discharge to the purchaser for the purchase money and such purchaser shall not be responsible for the proper application thereto. Mortgagor hereby waives the benefit of all appraisement, valuation, stay, extension, redemption and equity of redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein.

The Proceeds of any sale of the Mortgaged Premises or part thereof or any interest therein, whether pursuant to power of sale or otherwise hereunder, and all amounts received by Mortgagee by reason of any holding, operation or management of the Mortgaged Premises or any part thereof, together with any other moneys at the time held by Mortgagee, shall be applied in the following order:

First: To all reasonable costs and expenses of the sale of the Mortgaged Premises or any part thereof or any interest therein, or entering upon, taking possession of, removal from, holding, operating and managing the Mortgaged Premises or any part thereof, as the case may be, together with (a) the costs and expenses of any receiver of the Mortgaged Premises or any

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part thereof appointed pursuant hereto and (b) any taxes, assessments or other charges, prior to the lien of this Mortgagee, which Mortgagee may consider necessary or desirable to pay;

Second: To any indebtedness secured by this Mortgage and at the time due and payable, other than the indebtedness with respect to the Note at the time outstanding;

Third: To all amounts of principal, premium, if any, and interest at the time due and payable on the Note at the time outstanding (whether at maturity or on a date fixed for any installment payment or any prepayment or by declaration or acceleration or otherwise), including interest at the rate of six percent (6%) per annum over the prime rate then in effect at the First National Bank of Chicago on any overdue principal and premium and (to the extent permitted under applicable law) on any overdue interest; and, in case such moneys shall be insufficient to pay in full the amount so due and unpaid upon the Note, then, first, to the payment of all amounts of interest at the time due and payable on the Note, and second, to the payment of all amounts of principal and premium if any, at the time due and payable on the Note; and

Fourth: The balance, if any, to the person or entity the entitled thereto pursuant to applicable state law.

Mortgagor hereby waives all rights of redemption and/or equity of redemption which exists either by statute and/or common law for sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of its

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beneficiary and of each and every person, except decree or judgment creditors of Mortgagor who may acquire any interest in or title to the Mortgaged Premises or the trust estate subsequent to the date hereof.

14. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or

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repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

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

16. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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17. REMEDIES CUMULATIVE. 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.

18. COMPROMISE OF ACTIONS. Any action, suit or proceeding brought by Mortgagee pursuant to this Mortgage, or otherwise, and any claim made by Mortgagee under this Mortgage, or otherwise, may be compromised, withdrawn or otherwise dealt with by Mortgagee without any notice to or approval of Mortgagor, except as otherwise provided in this Mortgage.

19. NO WAIVER. No delay or failure by Mortgagee to insist upon the strict performance of any term hereof or of the Note or to exercise any right, power or remedy provided for herein or therein as a consequence of an Event of Default hereunder or thereunder, and no acceptance of any payment of the principal, interest or premium, if any, on the Note during the continuance of any such Event of Default, shall constitute a waiver of any such term, such Event of Default or such right, power or remedy. The exercise by Mortgagee of any right, power or remedy conferred upon it by this or any other Security Agreement or by law or equity shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any Event of Default hereunder shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent Events of Default.

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20. FURTHER ASSURANCES. The Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request for the further assurance to Mortgagee of the properties and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be.

21. DELETED.

22. DEFINITIONS. Where used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall be construed as meaning the "Mortgagor and any subsequent owner or owners of the Mortgaged Premises", and the word "Mortgagee" shall be construed as meaning "Mortgagee and any subsequent holder or holders of this Mortgage".

23. PERMITTED CONTESTS. Mortgagor, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or lien therefor or the validity of any instrument of record affecting the Mortgaged Premises or any part thereof, provided that (a) neither the Mortgaged Premises nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (b) neither Mortgagor nor Mortgagee would be in any danger of any additional civil or any criminal liability for failure to comply therewith, and (c) Mortgagor shall have set aside on its books adequate reserves with respect thereto and shall have furnished such security, if

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any, as may be required in the proceedings or reasonably requested by Mortgagee.

24. ECONOMIC ABANDONMENT. If Mortgagor determines that the Mortgaged Premises can no longer be economically operated and if Mortgagor provides Mortgagee with reasonably satisfactory evidence demonstrating that the Mortgaged Premises can no longer be economically operated, then Mortgagor, at its option, shall have the right to either (a) provide substitute security in accordance with the provisions of paragraph 25 herein, or (b) prepay the entire principal plus accrued interest and other amounts remaining unpaid under the Note.

If prepayment is elected by Mortgagor, it shall be delivered to Mortgagee within five (5) business days after the termination of business on the Mortgaged Premises and such prepayment shall be with a six (6) month interest penalty or premium on the outstanding principal balance.

25. SUBSTITUTE SECURITY. If, under the provisions of paragraph 24 hereinbefore, Mortgagor elects to provide a substitute security for the Mortgaged Premises and such substitution is reasonably satisfactory to Mortgagee, Mortgagor shall deliver to Mortgagee a note, mortgage and any other security instruments Mortgagee may reasonably require as it deems necessary to perfect its secured position. Such note shall be in an amount equal to the then remaining unpaid principal balance, plus accrued interest and other amounts remaining unpaid under the note; and the note, mortgage and

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other security instruments shall be in substantially the same form as those which they supersede, including the payment dates and time periods therein.

26. AMENDMENT. This Mortgage cannot be changed or terminated orally but may only be amended, modified or terminated pursuant to written agreement between Mortgagor and Mortgagee.

27. NOTICES. Any notice, demand or other communication given pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Mortgagor: Chicago Title and Trust Company,
Trustee Under Trust No. 1087476
111 W. Washington Street
Chicago, Illinois 60602

Copy to: Terrence McConville, Esq.
180 North LaSalle Street
Chicago, Illinois 60606

If to Mortgagee: Federal Asset Management
Consultants, Ltd.
Suite 200S
8600 Bryn Mawr
Chicago, Illinois 60631

Copy to: Thomas W. Murphy, Esq.
Johnson, Cusack & Bell, Ltd.
211 West Wacker Drive
Chicago, Illinois 60606

or at such other address within the United States or to the attention of such other office as either party shall have designated in writing to the other. Any such notice, demand or other communication shall be deemed given when received at the office of the Mortgagee or Mortgagor or of any other officer who

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shall have been designated by the addressee by notice in writing to the other party.

28. EXPENSE OF LITIGATION AND PREPARATION WHERE NO LITIGATION IS INITIATED. If any action or proceeding be commenced to which Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense (including reasonable attorneys' fees) of any litigation to prosecute or to defend the rights and lien created by this Mortgage shall be paid by the Mortgagor immediately upon written demand therefor, together with interest at six percent (6%) over the then prime rate in effect at the First National Bank of Chicago, and any such sum and the interest thereon shall be a lien on the Mortgaged Premises, prior to any right, or title to, interest in or claim upon the Mortgaged Premises, attaching to or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. Mortgagor further expressly agrees to pay all costs and expenses including reasonable attorney's fees should Mortgagee incur costs and attorneys fees relating to this Mortgage even in the event no suit or litigation is initiated.

29. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY: CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 31 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for

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convenience only and are not to be used to interpret or define the provisions hereof.

30. GOVERNING LAW AND SEVERABILITY. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end the provision of the Mortgage and the Note are declared to be severable.

31. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

32. TRANSFER OF THE PROPERTY; ASSUMPTION. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a purchase money security interest for household appliance, or (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender shall have the immediate right, without notice, to accelerate this Mortgage. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 32, and if

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Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 27 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraphs 11 and 13 hereof.

33. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to

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the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

34. BUSINESS PURPOSE. The Borrower shall use the proceeds of this Mortgage for a business purpose and therefore, this Mortgage is not usurious under Chapter 17, Section 6404, of the Illinois Revised Statutes.

35. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any, as well as a reasonable fee for preparation and delivery of a release deed.

36. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property, if any.

37. LITIGATION. This Mortgage is executed and delivered in the County of Cook, Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of Cook County, Chicago, Illinois. It is expressly agreed that all parties hereto waive any right they now or in the future may have to remove any claim or dispute arising herefrom to the Courts of the United States of America.

38. BINDING EFFECT. This Mortgage shall be binding upon the Borrower and its successors and assigns, and all persons claiming under or through the Borrower or any such successor or assign, and shall inure to the benefit of and be enforced by the Lender and its successors and assigns.

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39. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

40. ASSIGNMENT BY LENDER. Lender shall have the right to assign its rights under this Mortgage.

41. TRUSTEE EXCULPATION. This instrument is signed by the Chicago Title and Trust Company, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Chicago Title and Trust Company are undertaken by it solely as Trustee, as made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or enforceable against the Chicago Title and Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on the date and year first written above.

Chicago Title and Trust
Company, as Trustee under Trust
No. 1087476

By _____

Its _____

ATTEST:

BY

Monica Sanders

Its _____

05028twml3/2

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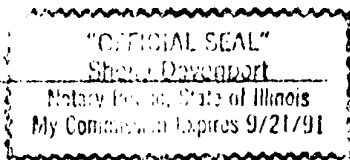
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that James G. [unclear], personally known to me to be the [unclear] of Chicago Title and Trust Company, not personally but as Trustee under Trust No. 1087476, an Illinois corporation and [unclear] personally known to me to be the [unclear] of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such and [unclear] they signed and delivered the said instrument as [unclear] and [unclear] of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 1/4/88 day of May, 1988.

[Signature]
NOTARY PUBLIC

My commission expires:



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EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOTS 22 AND 23 IN R. F. BICKERDIKE'S SUBDIVISION OF THAT PART NORTH OF ELSTON AVENUE IN BLOCK 2 IN BICKERDIKE'S SECOND ADDITION TO IRVING PARK, A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF LOT 22, 50 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF LOT 21, SAID SOUTHWESTERLY CORNER BEING THE SOUTHERN MOST CORNER OF LOT 21, TO A POINT IN THE NORTHERLY LINE OF SAID LOT 23, 2 FEET 8.5 INCHES WESTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 23, IN COOK COUNTY, ILLINOIS.

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6-15-2003

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EXHIBIT B

PRIOR MORTGAGE LIENS

TRUST DEED DATED SEPTEMBER 7, 1985 AND RECORDED SEPTEMBER 26, 1985 AS DOCUMENT 85207168 MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1985 AND KNOWN AS TRUST NUMBER 1087476 TO CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE TO SECURE A NOTE FOR \$165,000.00.

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INDEXED 242 50
SERIALIZED 1985 SEPT 27 10 31 AM
FILED 8 14 A 112-10-20037
COOK COUNTY CLERK

85207168

43 Mail

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Return to:

Leo L. Aubel

Garrison, Busack & Eric
211 W. Madison St. - Suite 1800
Chicago, Illinois 60606