



# UNOFFICIAL COPY

1990 MARCH 10 10 15 AM

EXHIBIT 1A 100-44308-1

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

(a) Disbursement Agreement. Any improvements to be erected on the premises shall be completed in accordance with the provisions of a Disbursement Agreement dated even date herewith by and between Mortgagee and Mortgagee hereinafter (the "Loan Agreement"), which is hereby incorporated into this Mortgage by reference to the same extent as if fully set forth herein.

2. Construction:

1. Payment of principal and interest. To promptly pay the principal of and interest on the indebtedness evidenced by the Note at the times and in the manner herein and in the Note provided.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

PROVIDED, HOWEVER, that if the Mortgagee shall pay the principal and all interest as provided in the Note, and shall pay all other sums hereinafter provided for, or secured hereby, and shall well keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagee, otherwise to remain in full force and effect.

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth together with all right to possession of the premises upon the occurrence of any default, the Mortgagee hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

F. All other property rights of the Mortgagee at any kind or character related to the premises.

E. All fixtures, personal property and other tangible property of any kind or character now or hereafter owned by Mortgagee and attached to or contained in and used or useful in connection with the premises or the aforesaid improvements thereon, including without limitation any and all antennae, appliances, apparatus, basins, bathtubs, bidets, boilers, bookcases, cabinets, compactors, coolers, dehumidifiers, doors, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, furnaces, growing plants, hardware, heaters, humidifiers, incinerators, machinery, maintenance supplies and inventories, motors, pipes, pumps, radiators, screens, sinks, stokers, toilets, ventillators, wall coverings, water fountains, windows, wiring, non-structural additions to the real estate and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements, it being intended, agreed and declared that all such property owned by Mortgagee and placed by it on the premises or used in connection with the operation of maintenance, thereof shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the premises and covered by this Mortgage, of such real estate or does not constitute a "fixture", as such term is defined in the Uniform Commercial Code of the State in which the premises are located ("code") this Mortgage shall be deemed to be, as well as a security agreement under such code for the purpose of creating hereby a security interest in such property, which Mortgagee hereby grants to the Mortgagee as secured party, as such term is defined in such code, provided that the enumeration of any specific articles of personal property set forth herein shall in no way exclude or be held to exclude any items of property not specifically enumerated;

within the premises immediately upon the delivery thereof to the premises;

85176643 88102333



86176643

5/22/2013

(b) Defaults and Remedies. The occurrence of any default under the Loan Agreement not cured within the time, if any, permitted therein shall constitute an event of default under this Mortgage, entitling the holder of the Note to all of the rights and remedies conferred upon such holder by the terms of this Mortgage or by law. Upon default by Mortgagor in any of the terms, provisions, or covenants of the Loan Agreement, after due notice given if required hereby, the holder of the Note may, but need not, declare the entire unpaid principal balance and all interest accrued under the Note to be immediately due and payable without notice to Mortgagor and/or complete the construction of said improvements and enter into necessary contracts therefor with all monies so expended being so much additional indebtedness hereby secured payable on demand with interest at the post maturity Rate.

(c) Advances Secured. Any advances made and indebtedness arising and accruing under the loan agreement, from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured by this Mortgage and shall be payable on demand with interest at the post maturity Rate.

(d) Conflicting Provisions. In the event of a conflict between the provisions of this Mortgage or the Note and those of the Loan Agreement (including without limitation those of the Loan Agreement relating to notice or waiver thereof), those of the Loan Agreement shall govern and prevail over those of this Mortgage and the Note.

3. Taxes. To pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall furnish to Mortgagor duplicate receipts therefore within thirty days after payment of such charges are due. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said premises or any part thereof, or any interest therein, to satisfy the same; (2) that Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties, or costs, notified Mortgagor in writing of the intention of Mortgagor to contest the same; and (3) that Mortgagor shall have deposited with Mortgagor at such place as Mortgagor may from time to time in writing appoint, and, in the absence of such appointment, then at the office of Northwest National Bank, a sum of money which shall be sufficient in the reasonable judgment of the Mortgagor to pay in full such contested taxes and assessments and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever in the reasonable judgment of the Mortgagor, such increase is advisable. In case the Mortgagor shall fail to prosecute such objections with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, the Mortgagor may at its option apply the money so deposited in payment of or on account of such taxes and assessments, or that part thereof then unpaid, together with all penalties and interest thereon. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, the Mortgagor shall forthwith upon demand deposit with the Mortgagor a sum which when added to the funds then on deposit shall be sufficient to make such payment in full. The Mortgagor shall, upon the final disposition of such contest, apply the money so deposited in full payment of such taxes and assessments.

3 5 0 2 3 3 3

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

1. The undersigned, being duly qualified, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

2. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

3. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

4. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

5. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

6. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

7. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

8. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

9. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

10. The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the office of the Clerk of said County.

85176643

65772333

or that part thereof then unpaid, together with all penalties and interest thereon (provided the Mortgagee is not then in default) when so requested in writing by the Mortgagee and furnished with sufficient funds to make such payment in full with an official bill for such taxes.

7. Insurance Coverage. The Mortgagee will insure or cause to be insured and keep or cause to be kept insured all of the buildings and improvements now or hereafter constructed or erected upon the premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee may from time to time acquire, and in any event including:

(a) Insurance against loss by fire, risks covered by the sole-called extended coverage endorsement, and other risks including Builder's Risk, as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Premises;

(b) Public liability insurance against bodily injury and property damage with such limits as the Mortgagee may require.

5. Insurance Policies. All policies of insurance to be maintained and provided as required by Paragraph 4 hereof shall be in form, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagee will deliver all policies (or certificates evidencing said policies), including additional and renewal policies to the Mortgagee unless such policies are delivered to the holder of the note described in Paragraph 3 hereof) and, in case of insurance policies about to expire, the Mortgagee will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

6. Proceeds of Insurance. The Mortgagee will give the Mortgagee prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagee, or (ii) allow the Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional indebtedness hereby secured, and shall be reimbursed to the Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of the premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of the Mortgagee, the premises can be restored to an economic unit not less valuable than the same was prior to the insured casualty and adequately securing the outstanding balance of the indebtedness hereby secured, then, if no event of default, as hereinafter defined, shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagee for the cost of restoring, repairing, replacing or rebuilding the premises or part thereof, as provided for in Paragraph 7 hereof; and the Mortgagee hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagee

# UNOFFICIAL COPY

Section 104 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 105 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 106 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 107 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 108 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 109 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 110 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 111 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Section 112 of the Act provides that the Registrar shall, in relation to the registration of a company, have regard to the public interest and to the interests of the members of the company.

Property of Cook County Clerk's Office



AM 222333

66176543

shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in subsection (b) of this paragraph 6, the Mortgagee may apply the proceeds of insurance consequent upon any insured casualty upon the indebtedness hereby secured, in such order or manner as the Mortgagee may elect.

(d) In the event that proceeds of insurance, if any, shall be made available to the Mortgagee for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagee hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be submitted to and approved by the Mortgagee.

7. Disbursement of Insurance Proceeds. In the event the Mortgagee is entitled to reimbursement out of insurance proceeds held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as the Mortgagee may reasonably require and approve; and the Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the Mortgagee prior to the commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagee for that purpose, shall be at least sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by the Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of the Mortgagee, be applied on account of the indebtedness hereby secured. No interest shall be allowed to the Mortgagee on account of any proceeds of insurance or other funds held in the hands of the Mortgagee.

8. Compliance with Government Regulations. That Mortgagee will comply with all statutes, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Mortgagee in connection with any existing or proposed contemplated use of the said premises.

1 0 0 2 3 3 3







86176543

86176543

taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee (therefore, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

13. Mortgagee's Reliance on Governmental, Municipal or Other Charges or Liens. That Mortgagee, is hereby authorized to make any payment or advance in the place and stead of the Mortgagee relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereof; or relating to any apparent or threatened adverse title or claim thereof; or encumbrance, claim or charge; or otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever necessary, or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Mortgagee at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagee without demand and shall be secured thereby.

14. Eminent Domain. Mortgagee agrees that any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent Domain, the whole or any part of said premises or any building located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagee to Mortgagee, which awards Mortgagee is hereby authorized to collect and receive from such authorities, and to give Mortgagee's option subject to Paragraph 14 hereof, to apply the same toward the payment of the amount owing on account of the indebtedness secured hereby and Mortgagee covenants and agrees that Mortgagee will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or Eminent Domain of which Mortgagee has knowledge, affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagee further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to all awards and other compensation heretofore and hereafter to be made to Mortgagee for any taking, either permanent or temporary, under any such proceeding.

86176543



19. Purpose of Loan. That Mortgagor represents and agrees that the proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview of said Section.

18. Declaration of Subordination. That at the option of the Mortgagee, this Mortgage shall become subordinated and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the premises are situated, of a unilateral declaration to that effect.

17. Inspection of Premises Subsequent to Construction. That the Mortgagor and all subsequent owners of the premises shall permit the Mortgagee or its representatives to inspect the premises from time to time, at normal business hours, and as frequently as Mortgagee considers reasonable.

16. Acknowledgement of Debt. That Mortgagor within fifteen (15) days after Mortgagee's request will furnish a written statement duly acknowledged of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

15. Application of Eminent Domain Proceeds. That notwithstanding any provision herein to the contrary and in taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of or untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagee shall deposit promptly with Mortgagee the amount of such deficiency, which together with the award proceeds, shall be sufficient to restore and rebuild the sale premises; (e) that in the event Mortgagee shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagee as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided herein shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

08/27/2014

09/02/2014

0 0 2 2 3 3 3





In the event the Mortgagee (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness hereby; (b) grants an extension of time for any payments of the debt secured hereby; (c) takes other or additional security for the payment thereof; (d) waives or fails to exercise any right granted herein or in said Note, said act or omission shall not release the Mortgagee, subsequent purchasers of the said premises or any part thereof, or makers

24. Releases. That Mortgagee, without notice, and without regard to the consideration, if any, paid therefore, and not withstanding the existence at that time of any inferior liens thereon, may release any part of the premises including such portion of the premises to be dedicated for roads and highways, or any person liable on any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and Mortgage and without in any way affecting the priority of the lien of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released, and may agree with any party obligated on said indebtedness or having any interest in the part or all of the indebtedness secured hereby. Such agreement shall not, in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

23. Mortgagee's Right to Deal with Transfer. That in the event of the voluntary sale with consent of the Mortgagee, or transfer by operation of law, or otherwise, of all or any part of said premises, the Mortgagee is hereby authorized and empowered to deal with such vendor or transferee with reference to said premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with the Mortgagee, without in any way releasing or discharging the Mortgagee from the said Mortgagee's liability or undertakings hereunder.

22. Subrogation. That should the proceeds of the loan made by the Mortgagee to the Mortgagee, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises above described, or any part thereof, then the Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

21. Prepayment Privilege. At such time as the Mortgagee is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagee shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) without premium or penalty in accordance with the terms and conditions set forth in said Note.

20. Illegality of Terms Hereof. That nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagee to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagee to make any payment or do any act contrary to law, but if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

80175543

80175543



26. Mortgagee's Performance of Defaulted Acts. In case of default herein, and after notice and time to cure as provided in the Note, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the

to save Mortgagee harmless from all costs and expenses, including reasonable attorneys' fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body, in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate set forth in said Note shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagee's beneficiary.

a) That Mortgagee will pay all loan expenses, such expenses shall include all recording charges, title insurance charges, cost of surveys, cash deposits required to be made with the title insurance company issuing the title insurance policy and cost of premiums on surety company bonds required by said title insurance company in connection with the issuance of preliminary reports on title, interim title binders and title insurance policy, or removal of the title exceptions herefrom, fees of outside appraisers, if any, and Mortgagee's service fee, Mortgagee's reasonable attorneys' fees incurred incident to the Mortgage and such other fees or costs. Mortgagee may also set aside reasonable reserves for estimated future loan expense and for the insurance to accrue under the terms of the mortgage and for other contingencies. All expenses and advances incurred or made by Mortgagee, from time to time (whether or not the amount thereof together with other advances of proceeds of the loan may exceed the face amount of the Note), shall be and become secured by the Mortgage as and when made or incurred. Mortgagee, in its sole discretion, adjust the amount of reserves from time to time as circumstances may require.

25. Mortgagee's Agreement to Pay Expenses. guarantors thereof under any covenant of the Mortgage or of said Note, nor preclude the Mortgagee from exercising any right, power or privilege herein or intended to be granted in the event of any other default then made or any subsequent default.

88176643

# UNOFFICIAL COPY

THE STATE OF TEXAS, COUNTY OF [COUNTY NAME],  
I, [NAME], Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of [COUNTY NAME], State of Texas, this [DATE] day of [MONTH], 19[YEAR].

Property of Cook County Clerk's Office

WITNESSED my hand and the seal of the County of [COUNTY NAME], State of Texas, this [DATE] day of [MONTH], 19[YEAR].

[Signature]

[Name], Clerk of the County

88176643

88020333

(a) Acceleration of Indebtedness. That upon any default by Mortgagor in the payment of the principal sum secured hereby, or of any installment thereon, or of interest thereon, or in the performance or observance of any other term, covenant or condition in this Mortgage or in the Note or in any instrument now or hereafter evidencing or securing said indebtedness, or in case of the occurrence of any event which, in Mortgagor's sole and reasonable judgment, might delay or prevent the completion of construction by the completion date or might result in the loan becoming out of balance without any deposit of necessary funds being made by the Mortgagor, or if the Mortgagor shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or if Mortgagor in any proceeding shall file an answer admitting insolvency or inability to pay its debts as they mature or such proceedings shall not have been vacated or stayed within thirty (30) days from the institution thereof, be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor for all or any portion of the premises or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any involuntary or proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within 30 days, or the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all of the property or the major part thereof, then upon the occurrence of any of said events, and notwithstanding anything to the contrary contained herein, in the event of any act allowing acceleration of the indebtedness owed under the Note or any breach hereof or default hereunder, the Mortgagor prior to the acceleration of the indebtedness shall mail notice to Mortgagor as provided in Paragraph 29 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days (thirty (30) days for non-monetary defaults) from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceedings and sale of the premises. If the breach is not cured on or before the date specified in the notice, Mortgagor may proceed to foreclose this Mortgage by judicial proceedings according to the Illinois Statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

28. Default and Foreclosure:

27. Uniform Commercial Code. To the extent that this instrument may operate as a Security Agreement under the Uniform Commercial Code, Mortgagor shall have all rights and remedies conferred therein for the benefit of a Secured Party (as said term is defined in the Uniform Commercial Code).

purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagor to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Post Maturity Rate. Inaction of Mortgagor shall never be considered as a waiver of any right according to it on account of any default on the part of Mortgagor.



SH 202333

NO. 76643

in any case in which under the provisions of this mortgage the mortgagee has a right to institute foreclosure proceedings, after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith upon demand of mortgagee, mortgagee shall surrender to mortgagee and mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agent or attorneys, as for condition broken, and mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, premises, relating thereto, and may exclude the mortgagee, its agents of the mortgagee, or in its own name, as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the rents, issues, and profits of the premises, including actions for the recovery of the same, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority herein granted at any and all times with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle mortgagee to cancel the same, to effect to disaffirm any lease or sublease made subsequent to this mortgage or subordinate to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements,

(c) Mortgagee's Right of Possession in Case of Default.

(b) Expense of Foreclosure Litigation. In any suit to foreclose the lien hereof or enforce any other remedy of the mortgage under this mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, forrens certificates, and similar data and assurances with respect to title as mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the premises. All expenditures and expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by mortgagee in any litigation or proceeding affecting this mortgage, the Note or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding, shall be immediately due and payable by mortgagee, with interest thereon at the post maturity rate and shall be secured by this mortgage.

3 1 0 1 2 5 3

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

Illegible text, likely a document or form, with significant noise and bleed-through.







(h) Waiver of Right of Redemption and Other Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Mortatorium Laws", now 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 for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under

(g) Sale of Separate Parcels. That in case of any foreclosure sale of said premises, the same may be sold in one or more parcels.

(f) Rejection of or Failure to Exercise Option of Acceleration. That the failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of such default, except as may be provided by law, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity except as may be provided by law nor extend or affect the grace period, if any.

(e) Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all of such items as are mentioned in Paragraph 27(b) hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided at the Post Maturity Rate; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control and care of said premises and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagor, its heirs, administrators, executors, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are useful in such cases for the protection, possession, control, management and operation of the premises, during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be, or become superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; (ii) the deficiency in case of sale and deficiency. Any such proceedings shall in no manner prevent or retard the collection of said debt by foreclosure otherwise.

86176643  
86176643

# UNOFFICIAL COPY

Section 104(1) of the Access to Information Act provides that the government shall, upon request, make available to the public the records referred to in the request, unless the disclosure of the records would be injurious to the national defence, the security of Canada, the international relations of Canada, the economic interests of Canada, the financial interests of Canada, the privacy of individuals, or the confidentiality of sources of information.

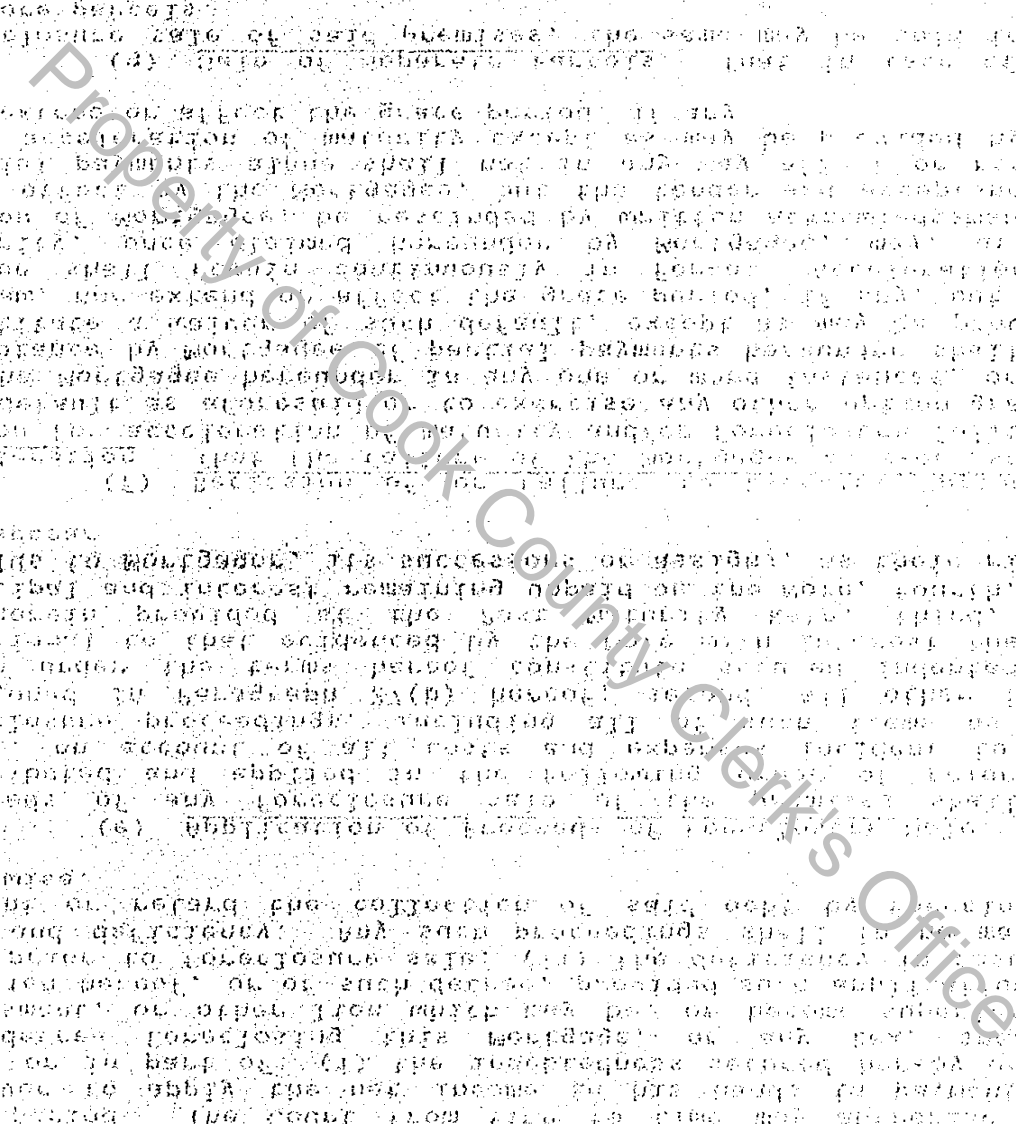
Section 104(2) of the Access to Information Act provides that the government shall, upon request, make available to the public the records referred to in the request, unless the disclosure of the records would be injurious to the national defence, the security of Canada, the international relations of Canada, the economic interests of Canada, the financial interests of Canada, the privacy of individuals, or the confidentiality of sources of information.

Section 104(3) of the Access to Information Act provides that the government shall, upon request, make available to the public the records referred to in the request, unless the disclosure of the records would be injurious to the national defence, the security of Canada, the international relations of Canada, the economic interests of Canada, the financial interests of Canada, the privacy of individuals, or the confidentiality of sources of information.

Section 104(4) of the Access to Information Act provides that the government shall, upon request, make available to the public the records referred to in the request, unless the disclosure of the records would be injurious to the national defence, the security of Canada, the international relations of Canada, the economic interests of Canada, the financial interests of Canada, the privacy of individuals, or the confidentiality of sources of information.

Section 104(5) of the Access to Information Act provides that the government shall, upon request, make available to the public the records referred to in the request, unless the disclosure of the records would be injurious to the national defence, the security of Canada, the international relations of Canada, the economic interests of Canada, the financial interests of Canada, the privacy of individuals, or the confidentiality of sources of information.

104(1) 104(2) 104(3) 104(4) 104(5)



851.76643

851.76643

notice to the other party. or at such other address as such party may designate by written

Chicago, IL 60601  
Suite 1400  
180 North LaSalle Street  
McCarthy, Duffy, Neidhart & Snakard

with a copy to:

Northwest National Bank  
3985 Milwaukee Avenue  
Chicago, IL 60641  
Attn: Hazel Bowman

(b) if to the mortgagee:

Chicago, IL 60606  
Suite 810  
333 West Wacker Drive  
Mass, Miller & Josephson, Ltd.  
220 Campus Court Drive  
c/o Lawrence J. Kezior  
Countryside Plaza Partnership  
Arlington Heights, IL 60004

and

with copies to:

Oak Park, IL 60301  
104 North Oak Park Avenue  
and known as Trust No. 4878  
12, 1987  
as Trustee under Trust Agreement dated June  
Avenue Bank and Trust Company of Oak Park,

(a) if to the mortgagor:

Parties at their respective addresses as follows:  
prepaid, or (ii) delivered in each case to the respective  
States Mail and sent by certified or registered mail, postage  
to have been given when the same are (i) deposited in the United  
communication hereunder shall be in writing and shall be deemed  
30. Giving of Notice. All notices, demands, or other

Mortgage  
impairing the security of any right or remedy afforded by this  
equity, without first exhausting and without affecting or  
and resort to every other right or remedy available at law or in  
hereby may recover judgment thereon, issue execution therefor,  
of the Note secured hereby and of every other obligation secured  
and remedies herein provided are cumulative and that the holder  
29. Rights and Remedies are Cumulative. That the rights

prevailing under the Note had no default occurred.  
annum in excess of the interest rate which would have been  
is deemed to mean interest at the rate of three percent (3%) per  
(1) Post Maturity Rate. The term Post Maturity Rate

the Illinois Statutes.  
all other persons to the extent permitted by the provisions of  
herein subsequent to the date of this Mortgage, and on behalf of  
acquiring any interest in, or title to the premises described  
granted, on behalf of the Mortgagor, and each and every person  
any order or decree of foreclosure, pursuant to rights herein

# UNOFFICIAL COPY

NOTICE TO THE OTHER PARTY  
OF THE ORDER TO DISCOVER AS SET FORTH IN THE ORDER TO DISCOVER

ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102

TO THE OTHER PARTY:

YOU ARE HEREBY ORDERED TO DISCOVER  
AS SET FORTH IN THE ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102

(a) TO THE OTHER PARTY:

ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102

AND

ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102

TO THE OTHER PARTY:

YOU ARE HEREBY ORDERED TO DISCOVER  
AS SET FORTH IN THE ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102

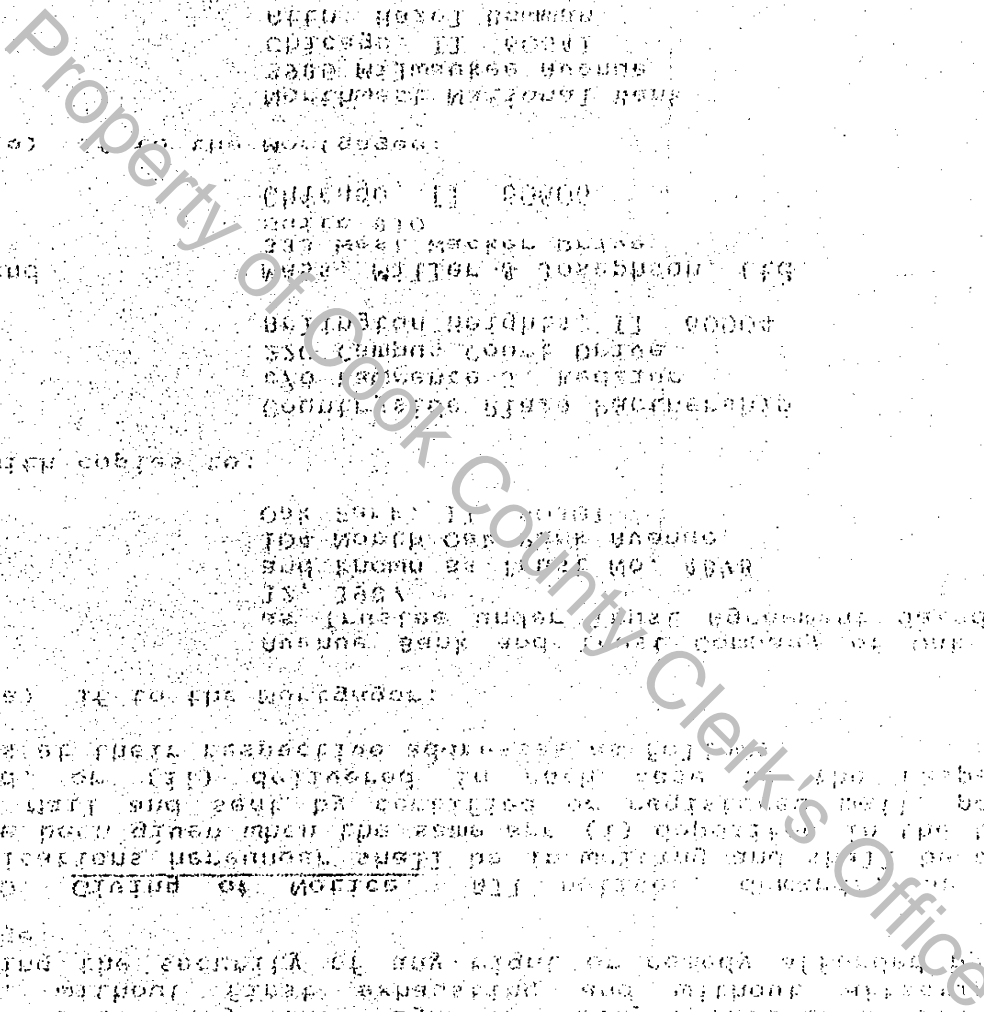
(b) TO THE OTHER PARTY:

NOTICE TO THE OTHER PARTY  
OF THE ORDER TO DISCOVER AS SET FORTH IN THE ORDER TO DISCOVER

YOU ARE HEREBY ORDERED TO DISCOVER  
AS SET FORTH IN THE ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102

YOU ARE HEREBY ORDERED TO DISCOVER  
AS SET FORTH IN THE ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102

YOU ARE HEREBY ORDERED TO DISCOVER  
AS SET FORTH IN THE ORDER TO DISCOVER  
FILE NO. 1000  
100 NORTH GASTON STREET  
MEMPHIS, TENNESSEE 38102



UNOFFICIAL COPY

858220333

80176643

37. Exculpation. This Mortgage is executed by the Mortgagee, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its

36. Covenants To Run With the Land. That all the covenants hereof shall run with the land.

35. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

34. Time is of the Essence. It is especially agreed that time is of the essence of this Mortgage and that the waiver of the options, or obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights. Notice of the exercise of any option granted to the Mortgagee herein, or in the Note secured hereby, is not required to be given.

33. Binding on Successors and Assigns. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby. Whenever used, the singular number shall include the plural, and the use of any gender shall include all genders.

32. Construction. That the realty herein mortgaged being located in the State of Illinois, and the place of contract and payment also being located in Illinois, the Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of that State.

31. Assignment of Rents and Leases. All right, title, and interest of the Mortgagee in and to all present leases affecting the premises, and including and together with any all future leases upon all or any part of the premises, and together with the Rents, from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Mortgagee hereby secured under provisions of a certain instrument captioned Assignment of Rents and Leases of certain date herewith, executed by Mortgagee and to be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. In the event of Default, Mortgagee shall have such powers and rights as are contained in said Assignment of Rents and Leases in addition to any nonconflicting rights and powers as provided herein. All future leases affecting the premises shall be submitted by the Mortgagee for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to the Mortgagee by instrument in form satisfactory to Mortgagee. All or any such leases, shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 10th day of June, 1964.

CLERK OF THE COURT

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





# UNOFFICIAL COPY

100-100000

00000000

Property of Cook County Clerk's Office

COOK COUNTY CLERK  
JAN 1 1984

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JAN 1 1984

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

COOK COUNTY CLERK

88-022333

*Handwritten signature*

DEPT-01  
143337 TRSH 4493 01/14/88 14:00:00  
44875 & C \* 88-022333  
COOK COUNTY RECORDER

88-022333

88-022333

88126643

DEPT-01  
143337 TRSH 4493 01/14/88 12:11:00  
COOK COUNTY RECORDER  
88126643

This document is being re-recorded to reflect the legal description as contained in Plat of Subdivision subsequently recorded on January 15, 1988 as document 88024737.

45008

Date: 12-29-87

My Commission Expires 7/17/88

Notary Public

*Handwritten signature*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WILLIAM E. TIERNEY, of Avenue Bank and Trust Company of Oak Park, known to me to be acting not personally, but as Trustee under Trust Agreement No. 4878 and NORMA J. HAWORTH, same persons whose names are subscribed to the foregoing instrument as such Asst. Vice Pres. and Land Trust Officer, respectively, 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 Bank, as Trustee, for the uses and purposes therein set forth; and the said Land Trust Officer, then and there acknowledged that (he) (she), as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his)(her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF COOK )

# UNOFFICIAL COPY

7-28-74

*[Handwritten signature]*

100-103331

100-103331

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
100-103331-1000  
FEB-01

PROPERTY OF COOK COUNTY CLERK'S OFFICE

10006

10006 10-01-74

100-103331-1000

*[Handwritten signature]*

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE