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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE made this 6th day of May, 1988, between James L. Flammang and Rhonda Flammang, his wife (hereinafter referred to as "Mortgagor") and **COMMERCIAL NATIONAL BANK OF CHICAGO**, a National Banking Association (hereinafter referred to as "Mortgagee");

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) which indebtedness is evidenced by Mortgagor's Note of even date herewith (hereinafter referred to as the "Note"), which Note provided for payments of the indebtedness as set forth therein.

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon and any renewals or extensions thereof, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the City of Chicago, County of Cook, State of Illinois:

The South 30 Feet of Lot 15 in Block 2 in Joseph Bickordiko's third subdivision of the South West 1/4 of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

DEPT-01 RECORDING \$20.50
#2222 TRAN 1988 05/06/88 15:32:00
#6035 DE 04-88-171851
COOK COUNTY RECORDER

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Permanent Tax Index No. 13-24-303-024

Which real estate has the address of 3501 North Albany, Chicago, Illinois, and which together with the property herein after described, is referred to as the "Premises."

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

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MORTGAGE ASSIGNMENT OF DEED AND SECURITY AGREEMENT

THIS MORTGAGE made this 21st day of _____ 19____
between _____
(hereinafter referred to as "Mortgagee") and _____
CHICAGO, a National Banking Association (hereinafter referred to as "Mortgagor")

WHEREAS, Mortgagee is indebted to Mortgagor in the amount of _____
and HEREBY CERTIFIES AND SAYS THAT _____
which indebtedness is evidenced by Mortgage Note of even date herewith, and which
referred to as the "Note", which Note provided for payment of the principal sum
set forth therein.

NOW, THEREFORE, the Mortgagee, to secure the payment of the principal sum
interest thereon and any renewal or extension thereof, to protect the security of the
with interest thereon advanced in accordance herewith to protect the security of the
mortgage, and the performance of the covenants and conditions of the Note, the
herein contained, does hereby mortgage, grant and convey, together with all
described real estate located in the City of _____
State of Illinois _____

The South 20 feet of Lot 17 in Block 214 North Dearborn, Chicago, Illinois, being
of the South West 1/4 of Section 24, Township 40 North, Range 14 East of
Third Principal Meridian, in Cook County, Illinois _____

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Permanent Tax Index No. 13-34-703-03M

Which real estate has the address of _____
and which together with the property herein after described is referred to as the
"Premises"

TOGETHER with all improvements, tenements, ornaments, fixtures and
appurtenances thereto belonging, and all other things and parts thereof, now on
and during all such times as hereinafter may be stated, together with all
primarily and on a parity with said real estate and a reasonably good
appurtenant equipment or articles now or hereafter located on or attached to
herein, and all conditioning, water, light, power, telephone, gas, electric
refrigeration (including single units or central air conditioning), and
(without restriction) the foregoing, all fixtures, movable equipment, and
other things such as central air conditioning, and fixtures, and other things
conducted upon the Premises and distinguished from fixtures and other things
occupancy and enjoyment of the Premises. If any instrument for the purpose
of any specific articles of property shall in no wise conflict with the
hereof, and especially with the intent of the last-mentioned instrument,
hereinabove described, real, personal and mixed, whether or not
(except where otherwise hereinbefore specified) and all things therein
mortgagee and intended to be as a full and complete mortgage and
declared to form a part and parcel of the real estate and to be conveyed
use of the real estate, and shall be for the purpose of the mortgage to be
to be real estate and conveyed and mortgaged hereby.

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Property of Cook County Clerk's Office

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

IT IS FURTHER UNDERSTOOD THAT:

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

2. In addition, the Mortgagor shall:

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

(b) Pay immediately when due and payable and before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges against the Premises, including those heretofore due, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest. Pursuant to the terms of the Note, the Mortgagor shall deposit monthly an amount sufficient to pay when due and payable all general taxes and said deposits may be held without any allowance of interest and need not be kept separate and apart.

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

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

(e) Subject to the provisions hereof, restore and rebuild any buildings or improvements now or at any time upon said property and destroyed by fire or other casualty so as to be of at least equal value and substantially the same character as prior to such damage or destruction.

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In any case where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed only upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects certificates, waivers of lien, contractors and subcontractors sworn statements and other evidence of cost and payment so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics lien claims. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the Mortgagee reasonably determines that the cost of rebuilding, repairing or restoring the buildings and improvements shall exceed the sum of \$50,000, then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which remains from said insurance proceeds after payment of such costs of building or restoring shall, at the option of the Mortgagee, be applied toward the indebtedness secured hereby or be paid to any party entitled thereto without interest.

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

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

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

2. (a) In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized to either: (i) settle and adjust any claim under any insurance policies without the consent of Mortgagor, or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss, provided, however, that the Mortgagee shall not have the right to exercise the powers granted in Paragraph 3(a) (i) hereof unless there is then existing an event of default hereunder or there has been entered a decree of foreclosure. In either case Mortgagee is authorized to collect and receipt for any such insurance money. In case of any such loss or damage, if, in Mortgagee's sole judgment and determination, the improvements to the Premises cannot be restored and completed, or in the event in Mortgagee's sole judgment and determination the funds collected from any such insurance settlements are deemed insufficient to pay for the full and complete restoration and repair of such damage, Mortgagee shall have the right to collect any insurance proceeds and apply the same toward payment of the indebtedness secured hereby, after deducting therefrom all expenses and fees of collection, with the further proviso that should the net insurance proceeds be insufficient to pay then existing indebtedness secured hereby together with all accrued interest, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. If, however, there is not an event of default hereunder and in Mortgagee's sole judgment and determination, the damage sustained to the Premises can be restored in satisfactory time, and, further, in Mortgagee's sole discretion and determination, the funds recovered from such loss (either alone or with additional funds deposited by Mortgagor) are, in Mortgagee's judgment sufficient to pay the full and complete cost of such restoration, such funds will be made available for disbursement by Mortgagee on presentation of good and sufficient architect's certificates and waivers of lien; provided, however, that should any insurance company raise a defense against Mortgagor (but not against insurance company raise a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty submitted to Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, then Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balances to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder provided, however, that the Mortgagor shall not have the foregoing right so long as all payments due under the Note are being made and there is no other event of default hereunder.

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

(c) Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon or to perform any act hereunder.

4. Mortgagor hereby represents and covenants to Mortgagee that:

(a) Mortgagor (i) is a Trustee under a Trust duly organized, validly existing and in good standing under the laws of the State of Illinois and has complied with all conditions prerequisite to its doing business in the State of Illinois; (ii) has the power and authority to own its properties and to carry on its business as now being conducted; (iii) is qualified to do business in every jurisdiction in which the nature of its business or its properties makes such qualifications necessary; and (iv) is in compliance with all laws, regulations, ordinances and order of public authorities applicable to it.

(b) The execution, delivery and performance by Mortgagor of the Note, this Mortgage, and all additional security documents, and the borrowing evidenced by the Note: (A) are within the powers of Mortgagor; (B) have been duly authorized by all requisite actions; (C) have received all necessary governmental approval; (D) do not violate any provision of any law, any order of any court or agency of government or any indenture, agreement or other instrument to which Mortgagor is a party, or by which it or any portion of the Premises is bound; and (E) are not in conflict with, nor will it result in breach of, or constitute (with due notice and/or lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage and any additional documents securing the Note.

(c) The Note, this Mortgage, and all additional documents securing the Note, when executed and delivered by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor, and other obligors named therein, if any, in accordance with their respective terms; subject, however, to such exculpation provisions as may be hereinafter specifically set forth.

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

(e) There is not now pending against or affecting Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, nor, to the knowledge of Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would materially impair or affect the financial condition or operation of Mortgagor or the Premises.

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(a) In case of any such insurance policy or policies, the insured shall be bound to pay the amount of such policy or policies in full to the mortgagee or to the trustee of the mortgage in the event of the death of the insured or in the event of the maturity of the policy or policies. The mortgagee or trustee shall be entitled to receive the amount of such policy or policies in full, and the insured shall be bound to pay the amount of such policy or policies in full to the mortgagee or trustee in the event of the death of the insured or in the event of the maturity of the policy or policies. The mortgagee or trustee shall be entitled to receive the amount of such policy or policies in full, and the insured shall be bound to pay the amount of such policy or policies in full to the mortgagee or trustee in the event of the death of the insured or in the event of the maturity of the policy or policies.

(c) Nothing contained in this mortgage shall create any obligation on the mortgagee to collect any amount owing on the mortgage or to repair or replace any damaged or deteriorated property or any improvements thereon or to perform any other duties.

4. Mortgagee's power of appointment and assignment to third parties

(a) Mortgagee (i) is a Trustee under the laws of the State of Illinois, and shall be bound to exercise the powers and authorities conferred upon it by the laws of the State of Illinois, and to exercise the powers and authorities conferred upon it by the laws of the State of Illinois, and to exercise the powers and authorities conferred upon it by the laws of the State of Illinois, and to exercise the powers and authorities conferred upon it by the laws of the State of Illinois.

(b) The execution, delivery, and performance of this mortgage and the assignment of the mortgage to a third party shall be deemed to be the act of the mortgagee, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party.

(c) The Note, this mortgage, and all assignments, amendments, and other documents relating to this mortgage, shall be deemed to be the act of the mortgagee, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party.

(d) All other information, reports, and documents relating to this mortgage, shall be deemed to be the act of the mortgagee, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party.

(e) There is not now pending against or affecting the title to the property described in this mortgage, and all other documents relating to this mortgage, shall be deemed to be the act of the mortgagee, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party, and the mortgagee shall be bound to execute, deliver, and perform this mortgage and to assign the mortgage to a third party.

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5. Any sale, conveyance, transfer, pledge, mortgage or other encumbrance of any right, title or interest in the Premises or any portion thereof, or any sale, transfer or assignment (either outright or collateral) of all or any part of the beneficial interest in any trust holding title to the Premises, without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder, in which event the holder of the Note may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs; PROVIDED, HOWEVER, that sales, conveyances or transfers are permissible when and if the transferee's creditworthiness and management ability are satisfactory to the Mortgagee, and the transferee has executed any and all assumption documents and satisfied any and all other requirements of the Mortgagee prior to such sale, conveyance or transfer.

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

7. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event cause the principal sum of the indebtedness, plus any interest due thereon, plus any amount or amounts that may be added to the indebtedness, plus any interest due thereon, plus any amount or amounts that may be added to the indebtedness under the terms of this Mortgage or any other document evidencing or securing the indebtedness under the terms of this Mortgage or any other document evidencing or securing the indebtedness evidenced by the Note, to exceed the sum of Five Million and no/100 Dollars (\$5,000,000.00).

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

9. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill may at any time, either before or after sale, and without regard to the solvency of the Mortgagor or the then value of said Premises, of whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint either the Mortgagee as "Mortgagee in Possession" or a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed

he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof. Upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of four percent (4%) above the Interest Rate as defined in the Note, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts, together with interest as herein provided, shall be immediately due and payable by the Mortgagor in connection with: (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; (b) preparations for the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

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

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

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

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

14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at 610 West Holden Avenue
Chicago, Illinois or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein, or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

15. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordings of any documentation necessary to release this Mortgage.

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

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shall remain in possession until the expiration of the full period of redemption... for redemption, whether there be redemption or not and until the expiration of a year... in case of sale, but it shall be deemed that the redemption has been made... during which it may be issued and no loan of said funds shall be made... appointment or entry in possession of a receiver but he may stand in the... lease junior to the lien hereof. Such foreclosure of said mortgage shall be... and included as an additional indebtedness in the amount of debt and... expenses together with interest thereon at the rate of four percent... Interest Rate as defined in the Note which may be paid or deemed to be... of the Mortgagee (or attorney, less, Mortgagee, less, Mortgagee, less... and costs (which may be estimated as to and in addition to the... entry of the funds and of proceeds all such data with respect to the... any reasonably deemed necessary either to preserve such and on to will... in any sale held pursuant to such clause the sum shall be an amount... all of which amount and amounts together with interest to be paid... immediately due and payable by the Mortgagor in cash or in... including proceeds of bankings proceeds to which other party... party by reason of this Mortgage of the Note being... account of the right to foreclosure, whether or not judicial... preparations for the delivery of or interest in any and of... three/and or contemplated and or proceeding which might... the equity hereof. In the event of a foreclosure sale and... first be paid out of the proceeds thereof all of the... indebtedness whether due and payable by the said... due thereon up to the time of such sale and the... Mortgagee and the bank shall not be obliged to pay for... purchase money.

10. Extension of the time for payment or... shall be secured by this Mortgage... Mortgagee shall not operate to release... Mortgagee's successor in interest... to commence proceedings against and... or otherwise modify amendment of the... any demand made by the original Mortgagee...

11. Any foreclosure by Mortgagee... or otherwise effected by applicable law... of any right or remedy. The... or other claim or charge by Mortgagee... includes the indebtedness secured by this Mortgage.

12. All remedies provided in this Mortgage... other right or remedy and may be... Mortgagee by law or equity and may be... successively at Mortgagee's sole discretion.

13. The covenants contained herein shall... inure to the respective successors and assigns of Mortgagee... to the position of Mortgagee's interest... shall be binding upon the beneficiaries of Mortgagee and any other party...

14. Except to the extent any notice shall be... be given in another manner may notice to Mortgagee... not be required and addressed to Mortgagee... all notices by notice to Mortgagee in... as provided herein and any notice to Mortgagee... Mortgagee may designate by notice to Mortgagee... provided for in this Mortgage shall be deemed to have been... Mortgagee when given in the manner designated herein.

15. Upon payment of all sums secured by this Mortgage... this Mortgage without charge to Mortgagee... negotiations of any documentation necessary to release this Mortgage.

16. Mortgagee assigns to Mortgagee and... for and collect any award for condemnation of all or any part of the... Mortgagee in its discretion and the same shall be deemed to be... in for restoration of the Premises.

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17. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," 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 DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR IN THEIR REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE, ACQUIRING ANY INTEREST IN OR TITLE TO THE SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

18. Mortgagee shall upon reasonable notice have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

19. Mortgagor and its beneficiaries will at all times deliver to the Mortgagee, upon its request, duplicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right upon reasonable notice to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

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

21. Mortgagor, through its beneficiaries, shall maintain with the Mortgagee for so long as this Mortgage is in effect a demand deposit non-interest bearing operating account for the Premises.

22. The Mortgagor will (except to the extent paid by lessees) pay all utility charges incurred in connection with the Premises and all improvements thereon and maintain all utility services now or hereafter available for use at the Premises.

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

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

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

26. Mortgagor, through its beneficiaries, shall furnish to Mortgagee an annual operating statement of income and expenses for the Premises signed and certified by the Mortgagor's beneficiaries. Within fifteen days after demand by Mortgagee, the Mortgagor or beneficiary of Mortgagor shall deliver a certified rent roll and such other information as Mortgagee may request.

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

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17. Mortgagee shall not and will not apply for or seek title of any kind of valuation, stay, extension or exemption based on any existing or proposed law, regulation, order or provision enacted, in order to prevent or delay the foreclosure of this mortgage, but hereby waives the benefit of any such law, regulation, order or provision. DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF DEFERRED PAYMENT OR SALE UNDER ANY ORDER OR ORDER OF DEFERRED PAYMENT OR ORDER OF DEFERRED PAYMENT OF MORTGAGEE AND EACH AND EVERY PERSON AGING IN THE OF JUDGMENT CREDITORS OF THE MORTGAGOR IN THEIR RESPECTIVE CAPACITY AND OF THE TRUSTEES, AGENTS AND INSTRUMENTS SUBJECT TO THE DATE OF THIS INSTRUMENT.

18. Mortgagee shall upon reasonable notice from the lender to inspect the premises at all reasonable times and under license that be permitted for that purpose.

19. Mortgagee and its beneficiaries will at all times be held to be the lender upon its request, digital or physical or certified copies of all books and records, documents relating to the premises and shall provide copies of the same to the lender and records, insurance policies and other papers for the lender's review, copies and extracts thereof. The Mortgagee, its agents and beneficiaries shall give upon reasonable notice to inspect the premises at all reasonable times and under license that be permitted for that purpose.

20. Mortgagee is making any payment hereto, notwithstanding the fact that and assessments may be so assessed for any bill, statement or other document from the appropriate public officer without notice into the lender's account or statement or estimate or for the purpose of the lender's account or statement or settlement of any other claim for which may be assessed.

21. Mortgagee, through its beneficiaries, shall maintain with the lender an account for the premises. In effect a demand shall be made for the same.

22. The Mortgagee will except to the extent of the lender's account, be held liable in connection with the premises and all instruments thereon and shall be held liable for the same.

23. If the premises are not to be held for the lender, the lender shall identify by the Secretary of the State of the lender's account and in which the lender has an interest, the lender shall identify the lender's account and in which the lender has an interest, the lender shall identify the lender's account and in which the lender has an interest, the lender shall identify the lender's account and in which the lender has an interest.

24. This mortgage shall be governed by the law of the State of California and in the event of any provision contained in this mortgage, which is in conflict with any provision of the lender's law, such provision shall be null and void and the lender shall be held liable for the same.

25. In the event of a default by the lender, the lender shall be held liable for the same and the lender shall be held liable for the same.

26. Mortgagee, through its beneficiaries, shall maintain with the lender an account for the premises and shall be held liable for the same.

27. All provisions hereto shall have to and with the lender, the lender shall be held liable for the same and the lender shall be held liable for the same.

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

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

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

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

(e) Although it is the intention of the parties that the assignment contained in this Paragraph 28 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as Mortgagor is not in default hereunder or under the Note, it shall have the privilege of collecting and retaining the rents accruing under the leases assigned hereby, until such time as Mortgagee shall elect to collect such rents pursuant to the terms and provisions of this Mortgage.

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

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

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

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

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

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

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

31. (a) Mortgagor covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said buildings by Mortgagor, or Mortgagor's lessees, will not unduly or unreasonably pollute the atmosphere with smoke, fumes, noxious gases or particulate pollutants in violation of any such regulations; and in case Mortgagor (or said lessees) are served with notice of violation by any such E.P.A. Agency or other municipal body, that it will immediately cure such violations and abate whatever nuisance or violation is claimed or alleged to exist.

(b) Mortgagee and its beneficiaries hereby indemnify and save Mortgagee harmless of and from all loss, cost (including reasonably attorneys' fees) liability, and damages whatsoever incurred by Mortgagee by reason of any violation or any applicable statute or regulation from the protection of the environment which occurs upon the Premises, or by reason of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that Mortgagee is strictly liable under any such statute, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Mortgagee.

32. (a) This Mortgage shall be deemed a Security Agreement as defined in the Illinois Commercial Code. This Mortgage creates a security interest in favor of Mortgagee in all property including all personal property, fixtures and goods affecting property either referred to or described herein or in anyway connected with the use or enjoyment of the Premises. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in any Financing Statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Illinois Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and the hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Premises and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the right in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights or Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed in the Commercial Code records.

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(b) To the payment of taxes and other charges, and to the payment of interest on any indebtedness secured by a lien on the property.

(c) To the payment of all existing and future obligations, including obligations of the Government, which may result from any foreclosure sale.

(d) To the payment of all existing and future obligations, including obligations of the Government, which may result from any foreclosure sale.

(b) To the payment of all existing and future obligations, including obligations of the Government, which may result from any foreclosure sale.

30. Mortgagee and Mortgagor agree that the building and other improvements constructed on and above the subject real estate will be used for residential purposes only and shall not be used for any other purpose. The Mortgagor agrees to maintain the property in a well-kept condition and to comply with all applicable laws and regulations. The Mortgagee agrees to maintain the property in a well-kept condition and to comply with all applicable laws and regulations.

31. (a) Mortgagee covenants that the building and other improvements constructed on and above the subject real estate will be used for residential purposes only and shall not be used for any other purpose. The Mortgagor agrees to maintain the property in a well-kept condition and to comply with all applicable laws and regulations. The Mortgagee agrees to maintain the property in a well-kept condition and to comply with all applicable laws and regulations.

(b) Mortgagee and its beneficiaries shall be liable for the maintenance and repair of the building and other improvements constructed on and above the subject real estate. The Mortgagor shall be liable for the maintenance and repair of the building and other improvements constructed on and above the subject real estate.

32. (a) The Mortgagee shall be deemed to have accepted the property as it is, and shall not be liable for any defects in the title or in the condition of the property. The Mortgagor shall be liable for any defects in the title or in the condition of the property.

(b) The Mortgagee shall be deemed to have accepted the property as it is, and shall not be liable for any defects in the title or in the condition of the property. The Mortgagor shall be liable for any defects in the title or in the condition of the property.

(c) The Mortgagee shall be deemed to have accepted the property as it is, and shall not be liable for any defects in the title or in the condition of the property. The Mortgagor shall be liable for any defects in the title or in the condition of the property.

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...the amount of the mortgage...
...the amount of the mortgage...
...the amount of the mortgage...

23. In the event of the maturity after this date of any mortgage...
...the amount of the mortgage...
...the amount of the mortgage...
...the amount of the mortgage...

24. Mortgagee will protect, indemnify and save harmless...
...the amount of the mortgage...
...the amount of the mortgage...
...the amount of the mortgage...

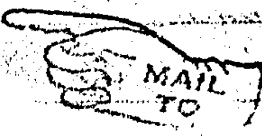
IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN AND SO FORTH.

James J. Flannery
Notary Public

ST. CLAIR COUNTY, ILLINOIS
JAN 22 1962

I, the undersigned, a Notary Public in and for said State of Illinois...
...the amount of the mortgage...
...the amount of the mortgage...

Michael James
450 Skokie Blvd. #1000
Northbrook, IL 60062



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