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MORTGAGE

THIS MORTGAGE ("Mortgage"), dated April 15, 1988, is from BANK OF RAVENSWOOD, as Trustee under Trust Agreement dated March 15, 1988, and known as Land Trust No. 25-9128 (the "Mortgagor") to PIONEER BANK AND TRUST COMPANY (the "Mortgagee"), an Illinois banking corporation, 4000 West North Avenue, Chicago, Illinois 60639:

Mortgagee is the owner and holder of two promissory notes, of even date herewith, evidencing the indebtedness of Mortgagor (and others) under a construction loan in the principal amount of Five Hundred Eighty Five Thousand Nine Hundred (\$585,900.00) Dollars, and a land acquisition loan in the principal amount of One Million Two Hundred Fifty Two Thousand Five Hundred (\$1,252,500.00) Dollars, respectively, each payable as stated therein and maturing no later than June 1, 1993. Said notes (hereinafter collectively, the "Note") shall be on a parity, equally secured by and entitled to the benefits of this Mortgage, and without preference one over the other.

To secure the due and timely payment, performance and observance of the indebtedness, covenants and agreements due or in favor of Mortgagee under this Mortgage, the Note and, as hereinafter defined, the "Other Liabilities" and the "Security Agreements", together with any amendments, modifications, extensions, renewals or replacements thereof, and based upon good and valuable consideration, the sufficiency and receipt of which the Mortgagor hereby acknowledges:

MORTGAGOR HEREBY MORTGAGES AND CONVEYS to Mortgagee the realty which is legally described in attached Exhibit A ("real estate") together with the following described property, and all Mortgagor's right, title and interest therein, all of which is collectively referred to hereafter as the "Mortgaged Premises": (a) all buildings and improvements, and all materials for the construction or repair thereof, now or hereafter erected or located on the real estate; (b) all easements, rights-of-way and rights used in connection therewith or with a means of access thereto and all tenements, hereditaments and appurtenances thereto; (c) all rents, issues, proceeds and profits thereof, with full and complete authority and right in Mortgagee in case of default of this Mortgage to demand, collect, receive and receipt for same; (d) all fixtures of any kind, now or hereafter located in or upon the real estate; and (e) all furniture, equipment and other personalty (excluding inventory goods), customarily located on, in or upon the real estate, including, but not limited to, partitions, security devices, carpeting, rugs, lighting fixtures, heating and cooling equipment, sprinkler systems, appliances and machinery, used or useful in the operation of the real estate or any business conducted thereon, and all additions, accessions, substitutions, replacements and proceeds thereto or therefrom, all of which are collectively referred to herein as "Personalty", and, notwithstanding such reference, each of which is hereby deemed to constitute a fixture. As to any part or portion of the Mortgaged Premises which does not form a part and parcel of the real estate, or does not constitute a "fixture" as such term is defined by the Illinois Uniform Commercial Code ("UCC"), this Mortgage is hereby deemed to also be a UCC "security agreement", with Mortgagee as the "Secured Party" hereunder.

The real estate is commonly known as 500-514 Main Street, Evanston, Illinois.

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MORTGAGOR REPRESENTS TO AND COVENANTS AND AGREES WITH THE MORTGAGEE AS FOLLOWS:

1. Payment and Performance.

All indebtedness, covenants and agreements due or in favor of Mortgagee under this Mortgage, the Note and, as hereinafter defined, the "Security Agreements" and the "Other Liabilities", shall be duly and timely paid, performed and observed.

2. Title to the Mortgaged Premises.

The Mortgagor is the holder of a fee simple title to the Mortgaged Premises free and clear of all liens, encumbrances, and other adverse title or survey matters, other than the "Permitted Encumbrances" as hereinafter defined, and has legal power and authority to mortgage and convey the Mortgaged Premises, and this Mortgage creates, except as to Permitted Encumbrances, a first lien on the Mortgaged Premises.

3. Taxes.

The Mortgagor will timely pay all general and special taxes, assessments, and any other charges levied on, or assessed, placed, or made against, the Mortgaged Premises or on account of the use or operation thereof (collectively referred to herein as the "Impositions") and, in default thereof, the Mortgagee may, at its option, pay the same. Any sums paid by Mortgagee on account of Impositions shall constitute additional indebtedness secured by this Mortgage, shall bear interest from the date of payment at the default rate described in Paragraph 14 below ("Default Rate") and shall become immediately due and owing to the Mortgagee. Within 10 days after the last day for payment of each Imposition without penalty, Mortgagor shall deliver to Mortgagee evidence satisfactory to Mortgagee that such Imposition has been paid.

4. Maintenance of Mortgaged Premises; Changes and Alterations.

A. The Mortgagor shall operate and maintain the Mortgaged Premises as required by law and in good repair, working order and condition, and make as and when necessary all repairs, renewals and replacements, structural and non-structural, exterior and interior, ordinary and extraordinary. The Mortgagor shall not cause, permit or suffer an impairment or diminishment of the value of, or the commission of waste in or about, the Mortgaged Premises. Mortgagor shall not remove or demolish, or alter or change the structural character of, any improvement now or hereafter on the Mortgaged Premises without the prior written consent of the Mortgagee, except as provided in subparagraphs 4B and 4C below.

B. The Mortgagor may, in its reasonable discretion and without the prior written consent of the Mortgagee, at any time and from time to time, make reasonable non-structural changes or alterations in or to the Mortgaged Premises, provided the same are suitable thereto and do not impair or diminish the value thereof; any additions or structural changes or alterations thereto shall require such consent, which Mortgagee shall not unreasonably withhold.

C. The Mortgagor may, from time to time, in its discretion and without the prior written consent of the Mortgagee, remove and dispose of any of the aforesaid "Personalty" (with the right to retain any proceeds resulting therefrom) which, in the reasonable judgment of the Mortgagor, becomes inefficient, obsolete, wornout, unfit for use or no longer useful in the operation of the Mortgaged Premises or the business conducted thereon, provided that Mortgagor promptly replaces such Personalty and that title to such replacements is held by Mortgagor and free and clear of all liens and encumbrances.

5. Insurance.

A. The Mortgagor shall maintain or cause to be maintained, and shall timely pay all premiums therefor (hereinafter, "insurance premiums"), the following insurance coverages, with respect to the Mortgaged Premises, under, in and with such amounts, forms, terms, and companies as are reasonably required or approved by Mortgagee from time to time:

The term "full insurable value" as used herein shall mean actual replacement cost (exclusive of costs of excavation, foundation and footings) without deduction for physical depreciation;

(i) Casualty Insurance against loss of or damage to the Mortgaged Premises by fire and such other risks as are customarily insured against in the area in which the Mortgaged Premises are located, and including but not limited to risks insured against under extended coverage policies with "all risks" and "difference in conditions" endorsements, in each case in amounts at all times sufficient to prevent the Mortgagee from becoming a co-insurer under the terms of the applicable policies but, in any event, in amounts not less than the greater of (a) the principal balance remaining outstanding from time to time of the indebtedness secured hereby, or (b) one hundred percent (100%) of the "full insurable value" (as hereinabove defined) of the Mortgaged Premises, as determined from time to time;

(ii) Comprehensive Public Liability Insurance against any and all claims (and the costs and expenses of defending the same) for personal injury, death and property damage occurring upon or in or about the Mortgaged Premises, or resulting from any activity thereat; in any event, the single limit of such insurance shall be in an amount of not less than \$1,000,000.00;

(iii) Rental or business interruption insurance in amounts sufficient to pay, for a one (1) year period, all amounts required to be paid pursuant to the Note and this Mortgage;

(iv) Flood insurance, as and when available, if the area of the Mortgaged Premises has been designated as a special flood hazard area by the Federal Insurance Administration or successor agency; and

(v) Such other insurance as from time to time may be reasonably required by the Mortgagee, and, in any event, if and when any construction work for any part of the Mortgaged Premises commences, coverages for Builder's Risk, Worker's Compensation and Contractual Liability.

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B. The Mortgagor may effect for its own account any insurance not required under the provisions of subparagraph 5A above, but any insurance effected by the Mortgagor on the Mortgaged Premises, whether or not required under this Mortgage, shall be for the benefit of the Mortgagee and the Mortgagor, as their interests may appear, and shall be subject to the provisions of this Mortgage.

C. If the Mortgagor shall fail to keep the Mortgaged Premises insured in accordance with the requirements of this Paragraph 5, the Mortgagee shall have the right, at its option and in addition to any other remedies available to it under this Mortgage, to provide for such insurance and pay the premiums thereof, and any amounts paid thereof by the Mortgagee shall constitute additional indebtedness secured by this Mortgage, shall bear interest at the Default Rate and shall immediately be due and owing to the Mortgagee.

D. All policies of such insurance shall include a provision requiring that the coverage evidenced thereby shall not become terminated or materially modified without thirty (30) days prior written notice to the Mortgagee. None of such insurance may be provided for under any "blanket policy" carried by the Mortgagor, unless Mortgagee is furnished with satisfactory proof that such policy complies in all respects with the provisions of this Paragraph, and that the coverage provided thereunder shall not be reduced or diminished by the use thereof and is at least equal to the coverage which would be provided under a separate policy covering only the Mortgaged Premises.

E. The Mortgagor shall deliver to the Mortgagee the originals (or certified copies with a "material change" endorsement) of all insurance policies, or certificates of coverage under blanket policies, including renewal or replacement policies, and in the case of insurance about to expire shall deliver renewal or replacement policies or certificates as to the insurance thereof, or certificates in case of blanket policies, not less than thirty (30) days prior to their respective dates of expiration.

F. On all insurance policies of the character described in clauses (i), (iii), and (iv) of subparagraph 5A above, Mortgagee shall be named as the mortgagee in a standard mortgage clause, and as an additional payee where appropriate, and such insurance shall be for the benefit of the Mortgagor and the Mortgagee as their interests may appear. Any loss or damage ("loss") to the Mortgaged Premises not exceeding Twenty Thousand (\$20,000.00) Dollars may be adjusted by the Mortgagor alone; any loss which exceeds that amount shall be adjusted by both Mortgagor and Mortgagee; in any event, the insurance proceeds for all losses shall be paid to Mortgagee alone, and not to Mortgagor and Mortgagee jointly. All such insurance proceeds shall be applied in accordance with Paragraph 6 below, and any amounts not so applied shall be paid to the Mortgagor.

G. On all insurance policies of the character described in clause (ii) of subparagraph 5A above, Mortgagee shall be named as an additional named insured thereunder.

6. Damage or Destruction.

A. In case of any damage to or destruction of the Mortgaged Premises or any part thereof from any cause whatsoever, other than a "Taking" as defined and provided for in Paragraph 10 below, the Mortgagor shall promptly give written notice thereof to the Mortgagee. Subject to the provisions of subparagraph 6D below, Mortgagor shall cause the Mortgaged Premises to be restored, repaired, replaced or rebuilt to substantially the same value, condition and character as existed immediately prior to such damage or destruction or with such changes, alterations and additions as may be made at the Mortgagor's election pursuant to Paragraph 4 above. Such restoration, repair, replacement or rebuilding (hereinafter, collectively, "Restoration"), shall be commenced promptly and completed with diligence by the Mortgagor, subject only to delays beyond its control.

B. Subject to subparagraph 6E below, all net insurance proceeds received by the Mortgagee pursuant to Paragraph 5 above shall be made available to the Mortgagor for the Restoration. If at any time the net insurance proceeds which are payable to the Mortgagor in accordance with the terms of this mortgage shall be insufficient to pay the entire cost of the Restoration, the Mortgagor shall pay the deficiency. In such an event, Mortgagor shall make all payments from its own funds to the contractor making such Restoration until the amount of said deficiency has been satisfied; thereafter Mortgagee shall make subsequent payments from the insurance proceeds to Mortgagor or to the contractor, whichever is appropriate. All payments hereunder shall be made only upon a certification of a supervising architect appointed by the Mortgagor and satisfactory to the Mortgagee that payments, to the extent approved by such supervising architect, are due to such contractor for the Restoration, that the Mortgaged Premises are free of all liens of record for work, labor or materials, and that the work conforms to the legal requirements therefor.

C. Upon completion of the Restoration, the excess net insurance proceeds, if any, shall be paid to the Mortgagor.

D. Mortgagor shall have the option in case of damage or destruction to all, or substantially all, of the Mortgaged Premises, to prepay the remaining balance of the Note together with accrued interest thereon with the same prepayment premium, if any, as provided in the Note. In such an event, any insurance proceeds received and held by Mortgagee pursuant to Paragraph 5 above, shall be applied by Mortgagee to the portion of the remaining balance due hereunder. To exercise this option Mortgagor shall give written notice to Mortgagee of its intent to do so within thirty (30) days of any such damage or destruction.

E. If any "Event of Default", as hereinafter defined, then exists, any insurance proceeds received by Mortgagee or to which it is entitled may be retained by Mortgagee and, at its option, applied in payment of any indebtedness secured hereby. Any amount remaining following such application shall be paid to Mortgagor.

F. In any event, the Mortgagor shall continue to pay the principal and interest on the Note notwithstanding any damage, loss or casualty.

7. Indemnification.

The Mortgagor will protect, indemnify and save harmless the Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against the Mortgagee, as a result of (a) ownership of the Mortgaged Premises or any interest therein or receipt of any rent or other sum therefrom, (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Premises or any part thereof or on adjoining sidewalks, curbs, vaults, vault space, adjacent parking areas or streets or ways ("adjacent areas"), (c) any use, non-use or condition of the Mortgaged Premises or any part thereof or said adjacent areas, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage, or (e) the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof. Any amounts payable to the Mortgagee under this Paragraph which are not paid within fifteen (15) days after written demand therefore by the Mortgagee shall bear interest at the Default Rate from the date of such demand, and shall constitute additional indebtedness secured by this Mortgage. The obligations of the Mortgagor under this Paragraph shall survive any termination or satisfaction of this Mortgage.

8. Prohibited Transfer or Financing.

Mortgagor shall not, without the prior written consent of the Mortgagee and whether voluntarily or by operation of law (except when resulting from the death of any interested party), cause, attempt or agree to cause, suffer or permit any of the following (hereinafter, a "Prohibited Transfer") to occur with respect to all or any portion of (a) the Mortgaged Premises or the rents, issues or profits thereof, (b) the legal or equitable title thereto, or (c) the beneficial interest under the Trust: a sale, installment sale, conveyance, assignment, collateral assignment, mortgage, hypothecation or other transfer or encumbrance, and including a lease, or similar transaction, the terms of which are substantially equivalent to a sale subject to the Mortgage. Such beneficial interest shall be deemed to include the interest of any general partner of a partnership, or of any shareholder of a corporation, which holds any portion thereof.

9. Priority of Mortgagee's Lien; After-Acquired property.

A. This Mortgage is and will be maintained as a valid first mortgage on the Mortgaged Premises. The Mortgagor will not directly or indirectly create or suffer or permit to stand against the Mortgaged Premises or any portion thereof, or against the rents, issues and profits thereof, any lien, security interest, encumbrance or charge superior to, or on a parity with, the lien of this Mortgage; provided, however, that nothing herein contained shall require the Mortgagor to pay any Impositions prior to the last day on which the same shall become due and payable without penalty, or prevent the Mortgagor from contesting the validity of any Impositions in accordance with the provisions of Paragraph 23 below.

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B. Subject to the rights granted as to "Permitted Contests" under Paragraph 23 below, the Mortgagor will keep and maintain the Mortgaged Premises free from all liens for monies due and payable to persons supplying labor or services for and providing materials used in the construction, modification, repair or replacement of the Mortgaged Premises. If any such liens shall be filed against the Mortgaged Premises, the Mortgagor shall cause the same to be discharged of record promptly after the Mortgagor has notice thereof, or at its option, may contest the same pursuant to the procedures under paragraph 23 below.

C. In no event shall Mortgagor do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which, or omission to do which, would impair the security of this Mortgage. The Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction or agreement materially changing the uses which may be made of the Mortgaged Premises or any part thereof without the express written consent of the Mortgagee.

D. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereby by Mortgagor and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security of this Mortgage. Nevertheless, Mortgagor will do such further acts and execute, acknowledge and deliver such further conveyances, mortgages, security agreements, financing statements and assurances as Mortgagee shall require for accomplishing the purpose of this Mortgage.

E. If any action or proceeding shall be threatened or instituted to recover possession of the Mortgaged Premises or any part thereof or to accomplish any other purpose which would materially affect this Mortgage or the Mortgaged Premises, including a "Taking" as defined in Paragraph 10 below, Mortgagor will immediately upon receipt thereof deliver to Mortgagee true copies of all notices, process, pleadings and papers of any kind received by Mortgagor with respect to such action or proceeding.

10. Condemnation.

A. The term "Taking" as used herein shall mean a Taking of all or part of the Mortgaged Premises under the power of condemnation or eminent domain. Mortgagee may, at its option, appear in any proceeding or action for such Taking. Mortgagor shall not adjust or compromise any claim for award or other proceeds of a Taking without first giving at least thirty (30) days' prior written notice to Mortgagee of the proposed basis thereof and without first receiving the written consent thereto of Mortgagee. Any such award or other proceeds, after allowance for expenses incurred in connection therewith, are hereinafter referred to as "Condemnation Proceeds".

B. In the event of a Taking of all (or substantially all, hereinafter, "all") of the Mortgaged Premises, or a Taking of less than all of the Mortgaged Premises if the same are not susceptible to restoration, the Condemnation Proceeds shall be paid to Mortgagee and applied, at its option, to payment of the mortgage indebtedness, in which event no prepayment premium shall be due.

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C. Subject to subparagraph 10D below, in the event of a Taking of less than all of the Mortgaged Premises which leaves the same susceptible and suitable to restoration, the Condemnation Proceeds shall be applied as follows: if the Condemnation Proceeds shall amount to Twenty Thousand (\$20,000.00) Dollars or less, such amount shall be paid to and applied by Mortgagor to the repair or restoration, to the extent practicable, for any resulting damage to the Mortgaged Premises; if the Condemnation Proceeds shall amount to more than Twenty Thousand (\$20,000.00) Dollars, such amount shall be paid to Mortgagee in escrow, and shall be applied to reimburse the Mortgagor for such repair or restoration in conformity with and subject to the conditions specified in Paragraph 6 above relating to damage or destruction. In either of the foregoing events, Mortgagor shall, whether or not the Condemnation Proceeds applicable thereto shall be sufficient for the purpose, promptly repair or restore the Mortgaged Premises as nearly as practicable to substantially the same value, condition and character as existed immediately prior to the Taking, with such changes and alterations as may be made at Mortgagor's election in conformity with and subject to Paragraph 4 above and as may be required by such Taking.

D. If any Event of Default then exists or shall occur, any Condemnation Proceeds in the hands of Mortgagee or to which Mortgagee is entitled may be retained by Mortgagee and, at its option, applied in payment of any indebtedness secured hereby. Any amount remaining following such application shall be paid to Mortgagor.

11. Right to Inspect.

Mortgagee, its agents and representatives, may at reasonable times, and upon reasonable notice to Mortgagor, make such inspections of the Mortgaged Premises as Mortgagee may reasonably deem necessary or desirable.

12. Books and Records; Financial Statements.

Mortgagor will keep and maintain books of record and account (collectively, "books") relating to the Mortgaged Premises and the operation thereof, which books shall, at all reasonable times, and upon reasonable notice to Mortgagor, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives. Mortgagor shall enter in such books full, true and correct entries (in accordance with generally accepted accounting principles) of all dealings and transactions relative to the Mortgaged Premises.

As soon as practicable, but no later than ninety (90) days, after the end of each of its fiscal years, Mortgagor, if requested shall deliver to Mortgagee duplicate copies of Mortgagor's income and expense statement and a balance sheet as of the end of such year, setting forth in comparative form the figures for the previous fiscal year, all in reasonable detail and certified as complete and correct by its chief accounting officer.

13. Taxes on Mortgage or Note.

In the event of the passage of any law which, for the purposes of taxation, deducts from the value of the Mortgaged Premises any lien

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thereon and which, in turn, imposes a tax, whether directly indirectly, on this Mortgage or on the Note, Mortgagor shall immediately pay same when due; but if Mortgagor is prohibited by law from paying, or reimbursing Mortgagee for the payment of, such tax, then, at the option of Mortgagee and upon sixty (60) days notice thereof, such event shall be treated as if it were an additional "Event of Default" under Paragraph 14 below, except that no prepayment premium shall be due nor shall the maturity of the Other Liabilities be accelerated, by reason thereof.

14. Events of Default; Acceleration.

A. Each of the following events shall be deemed an "Event of Default" hereunder, and the term "notice thereof" shall mean a written notice of the occurrence of a default, given by Mortgagee to Mortgagor:

(1) A default in the payment, when the same or any part thereof becomes due and payable, (a) of any amount, including principal or interest installments, due under or required to be paid by the Note, which default remains uncured for the applicable time period, if any, provided for therein, or (b) of any other amount due under this Mortgage, which default remains uncured for a period of ten (10) days after written notice thereof; or

(2) Subject to the rights granted under Paragraph 23 below, a default in the payment of any imposition when the same becomes due and payable, which default remains uncured for a period of ten (10) days after notice thereof; or

(3) Any of the following acts of or against Mortgagor: a general assignment for the benefit of creditors, or its statement in writing or by public announcement of its inability to pay its debts as they become due, or the filing of a petition in bankruptcy, or its adjudication as a bankrupt or insolvent, or the filing of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or its filing of an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or its seeking of or consent to or acquiescence in the appointment of any trustee, receiver or liquidator of Mortgagor or any material portion of its assets; provided that, as to any of the foregoing acts which occurs without its consent or acquiescence, Mortgagor shall be allowed a period of thirty (30) days thereafter within which to have the same dismissed, vacated or set aside, as the case may be; or

(4) The occurrence of a Prohibited Transfer under Paragraph 8 above; or

(5) Any representation or warranty made by Mortgagor in this Mortgage, in any of the Security Agreements, or in any other instrument, agreement or written statement with respect to the Loan and furnished to the Mortgagee along with or prior to this Mortgage, shall prove to have been false or incorrect in any material respect on or as of the date when made and such falsity or incorrectness shall materially affect the security of this Mortgage; or

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(6) Any other event which, as defined therein, is an "Event of Default" under the Note; or

(7) Any other event which constitutes a default in the performance or observance of any covenant or agreement of this Mortgage and which remains uncured for a period of thirty (30) days after notice thereof.

B. Upon any Event of Default, and without notice and at the option of the Mortgagee, the unpaid principal and accrued interest under the Note, and a sum equal to the then applicable prepayment premium thereunder, and all other sums due thereunder or hereunder or secured hereby, including amounts payable under the Security Agreements and the Other Liabilities, shall become immediately due and payable in full and, until paid, shall bear interest at a per annum rate equal to the then applicable post-maturity rate of the Note (herein, the "Default Rate"), except that, as to any portion of the Other Liabilities which is evidenced by an instrument which expressly provides for a different post-maturity rate, said portion shall bear interest at such rate rather than the Default Rate. Whether or not Mortgagee invokes the foregoing right of acceleration, all costs, expenses and attorney's fees incurred by or on behalf of Mortgagee with respect to any Event of Default shall be immediately due and payable by Mortgagor, with interest at the Default Rate, and are secured hereby.

C. After any Event of Default and without further notice, Mortgagee may institute, or cause to be instituted, any proceedings or legal actions, including foreclosure proceedings, for the realization or enforcement of its rights under this Mortgage, the Note and the Security Agreements.

15. Rights, Powers and Remedies of Mortgagee.

A. If an Event of Default shall occur, Mortgagee may, at any time, at its election and to the extent permitted by law, and upon written notification to Mortgagor:

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

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

(3) Make application for the appointment of a receiver for the Mortgaged Premises, whether such receivership be incident to a proposed sale of the Mortgaged Premises or otherwise, and Mortgagor hereby consents to the appointment of such receiver and agrees not to oppose any such appointment. Further Mortgagor agrees that Mortgagee shall be appointed, at Mortgagee's option, the receiver of the Mortgaged Premises, or a "mortgagee in possession" in accordance with the Illinois Code of Civil Procedure.

B. In the event the right to accelerate the indebtedness secured hereby or to foreclose the Mortgage has accrued to Mortgagee, whether the entire indebtedness has then been accelerated or whether foreclosure proceedings have been commenced, Mortgagee may, without order of Court, notice to or demand upon Mortgagor, take possession of the Mortgaged Premises. Should court proceedings be instituted, Mortgagor hereby consents to the entry of an order to effect and carry out the provisions of subparagraph 15A(3) above. While in possession of the Mortgaged Premises, Mortgagee shall have the following powers:

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

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

C. Mortgagee may remain in possession of the Mortgaged Premises from and after any foreclosure action and during any period of redemption (if not herein waived). Mortgagee shall incur no liability for, nor shall Mortgagor assert any claim, set-off or recoupment as a result of, any action taken while Mortgagee is in possession of the Mortgaged Premises, except only for Mortgagee's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as an Event of Default exists.

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

sale shall acquire good title to the property so purchased, free of the lien of this Mortgage and free of all rights of redemption in Mortgagor. The receipt of the officer making the sale under judicial proceedings or of Mortgagee shall be sufficient discharge to the purchaser for the purchase money and such purchaser shall not be responsible for the proper application thereof.

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

First: To all costs and expenses of the sale of the Mortgaged Premises or any part thereof or any interest therein, or entering upon, taking possession of, removal from, holding, operating and managing the Mortgaged Premises or any part thereof, as the case may be, together with (a) the costs and expenses of any receiver of the Mortgaged Premises or any part thereof appointed pursuant hereto and (b) any taxes, assessments or other charges, prior to the lien of this Mortgage, which Mortgagee may consider necessary or desirable to pay;

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

Third: To all amounts of principal, premium, if any, and interest at the time due and payable on the Note at the time outstanding (whether at maturity or on a date fixed for any installment payment or any prepayment or by declaration or acceleration or otherwise), including interest at the Default Rate on any overdue principal and premium and (to the extent permitted under applicable law) on any overdue interest; and, in case such monies shall be insufficient to pay in full the amount so due and unpaid upon the Note, then, first, to the payment of all amounts of interest at the time due and payable on the Note, and second, to the payment of all amounts of principal and premium, if any, at the time due and payable on the Note; and

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

F. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL") ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON (EXCEPT JUDGMENT CREDITORS OF THE TRUSTEE IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE) ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgagor hereby waives the benefit of all appraisement, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein.

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16. Rights are Cumulative.

Each right, power and remedy of Mortgagee now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power and remedy provided for in this Mortgage, and the exercise of a right, power or remedy shall not preclude the simultaneous or later exercise of any other right, power or remedy, and, except as otherwise expressly provided for herein, notice by Mortgagee of such exercise is not required to be given.

17. Compromise of Actions.

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

18. No Waiver by Mortgagee.

No delay or failure by Mortgagee to insist upon the strict performance of any provision hereof or of the Note or to exercise any right, power or remedy provided for herein or therein as a consequence of an Event of Default hereunder or thereunder, and no acceptance of any payment of the principal, interest or prepayment premium, if any, on the Note during the continuance of any such Event of Default, shall constitute a waiver of any such provision, such Event of Default or such right, power or remedy or shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of an Event of Default hereunder shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent Event of Default.

19. Further Assurances.

The Mortgagor, at its expense, will promptly execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request, including but not limited to separate security agreements, financing statements and estoppel letters, for the further assurance to Mortgagee of the properties and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be.

20. Defeasance.

If Mortgagor shall pay the principal, interest and premium, if any, due under the Note in accordance with the terms thereof, and if it shall pay all other sums payable hereunder and shall comply with all other terms hereof and of the Note, the Security Agreements and the Other Liabilities, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void, and thereupon Mortgagee, upon the written request and at the expense of Mortgagor, shall execute and deliver to Mortgagor such instruments as shall be required to evidence of record the satisfaction of this Mortgage and the lien thereof, and any sums at the time held by Mortgagee for the account of Mortgagor pursuant hereto shall be paid over to and as Mortgagor may direct.

21. Definitions of "Mortgagor", "Mortgagee"
"Other Liabilities" and "Security Agreements".

Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: the word "Mortgagor" shall be construed as meaning the Mortgagor and any subsequent owner of the Mortgaged Premises, the beneficiaries under the aforesaid Trust (and if any such beneficiary is a partnership or a corporation, then any general partner or owner of more than twenty-five percent (25%) of the capital stock thereof), and the makers, guarantors, and other persons now or hereafter liable under the Note; the word "Mortgagee" shall be construed as meaning Mortgagee and any subsequent holder or holders of this Mortgage or the Note; the terms "Other Liabilities" (i.e., all other liabilities of any kind of Mortgagor to Mortgagee) and "Security Agreements" (i.e., those instruments which further secure or evidence the Loan), shall have the meanings as set forth in the Note.

22. Authorization By Beneficiaries.

The execution and delivery of this Mortgage has been duly authorized and directed by all of the beneficiaries and holders of power of direction under the aforesaid Trust Agreement.

23. Permitted Contests.

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

24. Amendment.

This Mortgage may not be amended, modified, or terminated except pursuant to written agreement between Mortgagee and Mortgagor.

25. Tax and Insurance Premium Deposits.

A. Unless otherwise agreed in writing, but in any event commencing thirty (30) days after Mortgagee's written demand therefor, Mortgagor shall pay Mortgagee monthly such sums ("deposits") as Mortgagee shall from time to time require for the purpose of accumulating (at least sixty (60) days in advance of each of the due dates thereof) amounts sufficient for the full payment of the Impositions, and of the premiums for the insurance coverages required under Paragraph 5 above, due hereafter from time to time.

B. Such deposits are hereby pledged for the further security of this Mortgage, shall earn no interest and may be applied at its option by Mortgagee toward the reduction of any past due indebtedness secured hereby, and no third party shall have any rights therein or as to the application thereof.

C. Mortgagee shall have no duty or responsibility to apply the deposits toward, or to inquire as to the validity or accuracy of, any Impositions or insurance premiums; however, if Mortgagor is not then in default under this Mortgage, and upon its request and presentation of the proper bills or invoices therefor, Mortgagee shall cause the same to be paid from and to the extent of the deposits then on hand.

26. Notices.

Any notice, demand or other communication intended to be given pursuant to the terms hereof (collectively, "notice") shall be in writing and shall be (i) delivered by personal service, or (ii) sent by registered or certified mail (with postage prepaid and return receipt requested) to the following addresses or such other address within the United States as the party to receive such notice hereafter designates to the other parties by written notice:

If to Mortgagor: BANK OF RAVENSWOOD
TRUST NO. 25-9128
1925 West Lawrence Avenue
Chicago, Illinois 60640
Attn: Land Trust Department

With Copy to: Michael D. Aufrecht
312 West Randolph Street
Chicago, Illinois 60606

If to Mortgagee: PIONEER BANK AND TRUST COMPANY
4000 West North Avenue
Chicago, Illinois 60639
Attn: Commercial Real Estate Department

Any such notice shall be deemed given as of (i) the day of such personal service, or (ii) the second business day following the day of such mailing, and in spite of the rejection of or the failure to accept a mailed notice, or the non-delivery thereof because of a changed address of which no notice was given. Personal service upon the Mortgagee shall be valid only if made upon one of its officers.

27. Expense of Litigation and Preparation therefor.

If any litigation or proceedings (including, but not limited to foreclosure, probate or bankruptcy proceedings) with respect to the Mortgagee's rights, security, interest or lien (collectively, "rights") in, to or under this Mortgage, the Note, the Security Agreements or the Mortgaged Premises, are threatened or commenced and under which the Mortgagee is or would be a proper party or participant, all costs, expenses and reasonable attorneys' fees incurred by or on behalf of Mortgagee in the prosecution, defense or protection of its rights, or in preparation therefore, shall be immediately due and payable by Mortgagor, with interest at the Default Rate, and are secured hereby.

28. Disclaimer by Mortgagee.

Mortgagee shall not be liable to any party for services performed or obligations due in connection with the loan evidenced by the Note. Mortgagee shall not be liable for any debts or claims accruing in favor of any parties against Mortgagor or against the Mortgaged Premises. The Mortgagor is not nor shall be an agent of Mortgagee for any purposes, and Mortgagee is not a venture partner with Mortgagor in any manner whatsoever. Approvals granted by Mortgagee for any matters covered under this Mortgage shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of Mortgagor.

29. Maximum Indebtedness Secured Hereby.

This Mortgage does and shall secure the proceeds of the aforesaid Loan, all amounts due Mortgagee hereunder and under the Note, the Security Agreements and the Other Liabilities, as well as any non-obligatory future advances made by Mortgagee to or for Mortgagor; however, at no time shall the total indebtedness secured hereby (excluding any obligatory advances hereunder) exceed an amount equal to 500% of the face amount of the Note.

30. Additional Agreements of Mortgagor.

A. Upon Mortgagee's request, Mortgagor shall confirm in writing to Mortgagee, or its designee, the amount then due hereunder and under the Note.

B. If the time for payment of part or all of the indebtedness secured hereby be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released, Mortgagor and all other parties now or hereafter liable for payment of part or all of such indebtedness or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and the Other Liabilities and the Mortgagee's rights hereunder and thereunder shall continue in full force, the right of recourse against all such parties being reserved by Mortgagee.

C. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of and be enforceable by Mortgagee and its successors and assigns.

D. The headings in this Mortgage are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

E. If any provision of this Mortgage or the application thereof to any person, party or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Mortgage nor any other provision hereof, nor shall it affect the application of any provision hereof to other persons, parties or circumstances.

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F. This Mortgage is executed and delivered at Chicago, Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Actions for all disputes and claims hereunder shall at Mortgagee's option be commenced in the Circuit Court of Cook County, in Chicago. Mortgagor hereby waives any right now or in the future to remove any claim or dispute arising herefrom to the Courts of the United States of America.

G. Mortgagor represents that the Loan is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C., Section 1601, et seq., and constitutes a business loan under the provisions of Chapter 17, Paragraph 6404 of the Illinois Revised Statutes.

H. All terms and provisions of the Note are hereby incorporated herein by reference; in the event of a conflict between any provisions of this Mortgage and any provisions of the Note, the provisions designated by the Mortgagee, in its sole discretion, shall prevail.

I. The "Permitted Encumbrances" referred to herein shall mean only those title or survey matters which are approved by Mortgagee at the time of the initial disbursement of the proceeds of the Loan.

J. In the event the Mortgaged Premises are the subject of a foreclosure sale, the same may at Mortgagee's option be sold in one or more parcels and Mortgagee may be the purchaser thereunder.

31. Construction Loan Agreement; Construction Mortgage.

The proceeds of the aforesaid construction loan shall be utilized for the construction of and remodeling of improvements to the Mortgaged Premises, pursuant to that certain "Construction Loan Agreement" of even date herewith (being one of the Security Agreements), which is hereby incorporated herein by reference; in the event of a conflict between any provisions herein and any provisions therein, the provisions designated by Mortgagee, in its sole discretion, shall prevail. This Mortgage constitutes a "construction mortgage" within the meaning of Section 9-313 (1)(c) of the Illinois Uniform Commercial Code.

32. Debt Service Coverage Ratio.

The Construction Loan Agreement provides, among other things, for the conversion of the said construction loan to an end (permanent) loan upon the achievement of a certain "Debt Service Coverage Ratio" (as defined therein) relative to the rental income of the Mortgaged Premises, and further provides that the Mortgagor's failure to maintain such Ratio from and after said conversion shall be deemed a default under this Mortgage and under the aforementioned Notes secured hereby.

33. Exculpation of Land Trustee.

This Mortgage is executed by the aforesaid Trustee in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Other than the warranty hereby made that it possesses full power and authority to execute this Mortgage, nothing contained herein shall be construed as creating any liability on the Trustee, in

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its individual capacity, to pay the Note or any interest that may accrue thereon or any fee or charge that may become payable under this Mortgage or the Note, or to perform any covenant (either expressed or implied) contained in this Mortgage or the Note. So far as the Trustee, its banking association or corporation and its successors are concerned, the Mortgagee and the holder of the Note shall, in the event of a default hereunder or thereunder, look solely to any one or more of the following for the payment of the indebtedness due under the Note or this Mortgage: (a) the assets of the Trust, including the Mortgaged Premises and the rents, issues and profits thereof, by the enforcement of the lien hereby or thereby created; and (b) the enforcement of any remedy available under the Security Agreements. The foregoing exculpation shall not apply to, nor limit or affect the liability hereunder or thereunder of, any other obligor.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed.

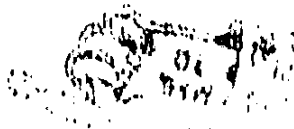
BANK OF RAVENSWOOD, not personally
but as Trustee as aforesaid.

By Mark S. Edwards
Its: Vice President

Attest: Edon H. H. H.
Its: Liquid Trust Officer

THIS INSTRUMENT PREPARED BY:

JOHN J. TURNER
LAW OFFICES OF VICTOR J. CACCIATORE
HUNTER BUILDING
527 South Wells Street
Chicago, Illinois 60607
(312) 987-1900



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STATE OF ILLINOIS

COUNTY OF C O O K

The foregoing Instrument was acknowledged before me by MARTIN S. EDWARDS, the Vice President of, and by Eva Higl, the Land Trust Officer of, Bank of Ravenswood, an Illinois banking corporation, on behalf of the corporation, as Trustee, on this 20th day of MAY, 1988.

[Signature]
NOTARY PUBLIC

Commission Expires:

11-29-88

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EXHIBIT A

Description of Real Estate

\$30.00

PARCEL 1:

TRUSTEES TRUST CO. 250-21750 11-19-00
11-19-00 11-19-00 11-19-00

LOT 23 (EXCEPT THE SOUTHERLY 4.46 FEET OF SAID LOT 23) IN THE RESUBDIVISION OF THE EAST ONE-HALF (1/2) OF BLOCK 11 AND THE WEST ONE-HALF (1/2) OF BLOCK 10 IN WHITE'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, NOVEMBER 13, 1873 IN BOOK 6 OF PLATS, PAGE 64 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN DOCUMENT NO. 13730053.

Commonly known as 500-514 Main Street, Evanston, Illinois.

Permanent Tax No. 11-19-401-008, Volume 059.

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Handwritten:
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11-19-00
11-19-00

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COOK COUNTY CLERK'S OFFICE