

UNOFFICIAL COPY

88277632

2/1/88

716970901

134

JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

137

THIS JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made at Chicago, Illinois as of this 21st day of June, 1988, by and between PETER J. CHIPAIN and KATHIE JO CHIPAIN, his wife (hereinafter, whether one or more, called the "Mortgagor"), and CERTIFIED GROCERS MIDWEST, INC., an Illinois corporation, having its principal office at 4800 South Central Avenue, in Chicago, Cook County, Illinois (hereinafter sometimes called the "Mortgagee").

138

139

140

141

142

146

WITNESSETH:

149

WHEREAS, Mortgagor is justly indebted to the Mortgagee, pursuant to a guaranty of two certain Secured Installment Notes (the "Notes") of even date herewith, guaranteed by Mortgagor, payable to the order of Mortgagee and delivered in the respective amounts of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) and FIVE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$510,000.00) and providing for interest on the unpaid balance thereof at the rate specified therein, all payable as provided in the Notes, and all of said principal and interest payable in lawful money of the United States of America at the office of Mortgagee, or at such place as the legal holder of the Notes may from time to time appoint in writing; and

150

151

152

153

154

155

156

157

159

WHEREAS, the terms, conditions, provisions and covenants of the Notes are incorporated herein as if fully set forth herein;

160

162

NOW, THEREFORE, for the purpose of further securing the payment of the principal of and interest on the Notes and the performance of the covenants and agreements herein contained to be performed by the Mortgagor, the Mortgagor hereby conveys and warrants unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of Cook and State of Illinois, to wit:

163

164

165

166

168

See Exhibit A attached hereto and incorporated herein by this reference.

170

TOGETHER with all buildings, 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 apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate, and all of which together with the real estate are hereinafter sometimes referred to as the "premises" or the "mortgaged property."

171

172

173

174

175

176

177

178

179

180

181

182

183

DOCUMENT PREPARED BY, AND
Return after Recording to:

1

2

3

MGM0138 06/17/88 1530

Michele G. Wagner, Esc.

Rudnick & Wolfe

203 N. LaSalle Street, Suite 1800

Chicago, Illinois 60601

BOOK 333 - CC

88277632

UNOFFICIAL COPY

1 0 2 7 7 5 3 2

186 TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee, its suc-
187 cessors and assigns, forever for the purposes and uses herein set forth, hereby releasing
188 and waiving all rights of the Mortgagor under and by virtue of all applicable Homestead
189 Exemption, Valuation and Appraisal Laws in respect to the premises hereby
190 conveyed.

192 Mortgagor covenants and agrees:

194 1. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or
195 improvements now or hereafter constituting part of the premises which may become
196 damaged or be destroyed; (ii) keep the premises in good condition and repair, without
197 waste, and free from mechanic's or other liens or claims for lien not expressly subordi-
198 nated to the lien hereof; (iii) pay, when due, any indebtedness which may be secured by
199 a lien or charge on the premises superior to the lien hereof, and, upon request, exhibit
200 satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete,
201 within a reasonable time, any building or buildings or other improvements now or at any
202 time in process of erection upon the above described real estate; (v) comply with all
203 requirements of law or municipal ordinances with respect to the premises and the use
204 thereof; (vi) make no material alterations or additions to the premises except as
205 required by law or municipal ordinance or as consented to in writing by Mortgagee, but
206 in no event suffer or permit any removal or demolition of any part of the premises, nor
207 suffer or permit the premises to be abandoned or to be used for a purpose other than
208 for which the premises are presently used or represented to Mortgagee to be used;
209 (vii) appear in and defend any proceedings which, in the opinion of the Mortgagee,
210 impair the security afforded hereby.

212 2. At the request of the Mortgagee at any time and from time to time, the
213 Mortgagor agrees to deposit with the Mortgagee on each day on which an installment
214 payment is to be made on the Notes, until the indebtedness hereby secured shall have
215 been fully paid, an amount equal to the amount estimated by the Mortgagee to be annu-
216 ally payable with regard to the premises, for real estate taxes, special assessment lev-
217 ies, property insurance premiums, and any similar charge divided by the number of
218 installments to be made on the Notes in each year, plus an amount equal to the
219 theretofore accrued unpaid obligation for such taxes, assessments, premiums and other
220 charges as estimated by Mortgagee in respect to which deposits have not been made;
221 provided that Mortgagee shall not require any such deposits from Mortgagor as long as
222 Mortgagor is depositing such amounts with any other mortgagee whose lien with
223 respect to the premises is superior to the lien of this mortgage and Mortgagor furnishes
224 adequate evidence thereof to Mortgagee. Said sums shall be held by the Mortgagee,
225 without any allowance or payment of interest, for application for payment of taxes,
226 special assessment levies and insurance premiums when due. The Mortgagor further
227 agrees to deposit, within 10 days after receipt of demand therefor, any deficiency in
228 the aggregate of such monthly deposits, in the event the tax, special assessment levies
229 or insurance bills when issued, shall be in excess of the aggregate of such deposit being
230 held for payment of such charge. All such deposits are pledged as additional security
231 for payment of the indebtedness secured hereby and, in the event of a default in any of
232 the provisions contained in this Mortgage or in the Notes or either of them, at the
233 option of the Mortgagee, the Mortgagee may, without being required to do so, apply any
234 monies at the time on deposit to payment, in whole or in part, of any of the Mortgagor's
235 obligations herein or in the Notes or either of them contained in such order and manner
236 as the Mortgagee may elect. The Mortgagee shall be under no obligation to obtain the

88277632

4
5

UNOFFICIAL COPY

3 1 2 7 5 6 2

238 tax, special assessment levies or insurance bills or to ascertain the correctness thereof,
239 nor shall the Mortgagee be obligated to attend to the payment thereof, except on
240 timely presentation of such bills, provided, however, the Mortgagee may make pay-
241 ments authorized in this Mortgage relating to taxes or assessments or insurance bills
242 according to any bill, statement or estimate which it may elect to procure from the
243 appropriate public office or company, as the case may be, without inquiry into the
244 accuracy of such bill, statement or estimate or into the validity of any tax, assessment,
245 sale, forfeiture, tax lien or title or claim thereof. The Mortgagor shall pay, before any
246 penalty attaches, all taxes, assessments, water charges, sewer charges and other
247 charges against the premises, for which sums as aforesaid are not deposited with the
248 Mortgagee.

250 3. In the event of the enactment of any law deducting from the value of the
251 premises any mortgage lien thereon, or imposing upon the Mortgagee the payment of all
252 or part of the taxes, charges or assessments previously paid by Mortgagor pursuant to
253 this Mortgage, or changing the law relating to the taxation of mortgages, debts secured
254 by mortgages or Mortgagee's interest in the premises so as to impose new incidents of
255 tax on Mortgagee, then Mortgagor shall pay such taxes or assessments or shall reim-
256 burse Mortgagee therefor; provided, however, that if in the opinion of counsel to Mort-
257 gagee such payment cannot lawfully be made by Mortgagor, then Mortgagee may, at
258 Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately
259 due and payable without prior notice to Mortgagor.

261 4. Until all unpaid indebtedness secured hereby is fully paid (or in case of
262 foreclosure, until the expiration of the period of redemption, if any) the Mortgagor
263 shall keep the buildings and improvements now or hereafter constituting part of the
264 premises insured in an amount satisfactory to the Mortgagee (but the Mortgagee shall
265 not require an amount exceeding the full insurable value of such buildings and
266 improvements) against damage by fire (with extended coverage, vandalism and mali-
267 cious mischief endorsements). The Mortgagor further agrees to maintain in full force
268 and effect such other insurance as the Mortgagee may require, including any required
269 flood insurance, in such amounts as shall be adequate to protect the mortgaged prop-
270 erty, and in companies approved by the Mortgagee during said period or periods, and
271 each shall contain the standard mortgage clause making all sums recoverable upon said
272 policies payable to the Mortgagee. Acceptance by the Mortgagee of an insurance policy
273 deposited by the Mortgagor or the purchase of insurance by the Mortgagee upon
274 Mortgagor's failure so to do, will not of itself, constitute an admission that the building
275 and improvement portions of the premises are fully, adequately or properly insured.
276 Mortgagor covenants to sign upon demand, or the Mortgagee may sign or endorse in the
277 Mortgagor's behalf all necessary proofs of loss, receipts, releases, and other papers
278 required of the Mortgagor to be signed by the insurance companies. At the option of
279 the Mortgagee, all or part of the proceeds of any such insurance may be applied either
280 to the restoration of the premises or to the reduction of the indebtedness secured
281 hereby. In the event the premises are restored, the Mortgagee may pay the insurance
282 proceeds in accordance with construction loan payment procedures prescribed or
283 approved by Mortgagee.

285 5. In case the premises, or any part thereof, shall be taken by condemnation,
286 the Mortgagee is hereby empowered to collect and receive all compensation which may
287 be paid for any mortgaged property taken or for damages to any mortgaged property
288 not taken, and all condemnation money so received shall be forthwith applied by the

4

5

6 MGM0138 06/17/88 1530

3

88277632

UNOFFICIAL COPY

86277632

290 mortgagee as it may elect to the immediate reduction of the indebtedness secured
291 hereby or to the repair and restoration of any mortgaged property so damaged, upon the
292 same conditions and with the same effect as provided in paragraph 4 with reference to
293 the application of insurance moneys recovered by the Mortgagee.

295 6. Upon default of Mortgagor to pay or perform any agreement herein, Mort-
296 gagee may, but need not, make any payment or perform any act required by the Mort-
297 gator in this Mortgage in any form and manner deemed expedient, and in any event
298 may, but need not make full or partial payments of principal or interest on prior
299 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or
300 other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture
301 regarding the premises or contest any tax or assessment. All monies paid for any of the
302 purposes herein authorized or by reason of the failure of the Mortgagor to perform the
303 covenants in this Mortgage contained, and all expenses paid or incurred in connection
304 therewith, including, without limitation, attorneys' fees, and any other monies
305 advanced by the Mortgagee to protect the premises and the lien hereof, shall be so
306 much additional indebtedness secured hereby and shall become immediately due and
307 payable without notice and with interest thereon at the rate stated in the Notes.
308 Without limiting in any way the generality of the foregoing, all expenditures and
309 expenses when paid or incurred by the Mortgagee in connection with (i) any proceeding,
310 including, without limitation, probate and bankruptcy proceedings, to which Mortgagee
311 shall be party, either as plaintiff, claimant, or defendant by reason of this Mortgage or
312 any indebtedness hereby secured, (ii) preparations for the commencement of any suit
313 for the foreclosure hereof after accrual of such right to foreclose, whether or not
314 actually commenced; or (iii) preparations for the defense of any threatened suit or pro-
315 ceedings which might affect the premises or the security hereof, whether or not actu-
316 ally commenced; or (iv) enforcement in any way of the provisions of the Notes or of
317 this Mortgage, shall become so much additional indebtedness secured hereby and paya-
318 ble on demand and with interest as aforesaid. Any such action of the Mortgagee shall
319 never be considered as a waiver of any right accruing to it on account of any default on
320 the part of Mortgagor under the Notes or either of them or this Mortgage. Each right,
321 power or remedy herein conferred upon the Mortgagee is cumulative with every other
322 right of the Mortgagee whether herein or by law or equity conferred.

324 7. The Mortgagor shall comply with and observe Mortgagor's obligations as
325 landlord under all leases of the premises or any part hereof. Mortgagor, at Mortgagee's
326 request, shall furnish Mortgagee with executed copies of all leases now existing or
327 hereafter made letting all or any part of the premises, and all leases now or hereafter
328 entered into will be in form and substance subject to the approval of Mortgagee. Mort-
329 gator shall not, without Mortgagee's written consent, execute, modify, surrender or
330 terminate, either orally or in writing, any lease now existing or hereafter made letting
331 all or part of the premises providing for a term of three years or more, permit an
332 assignment or sublease of such a lease without Mortgagee's written consent, or request
333 or consent to the subordination of any lease letting all or any part of the premises to
334 any lien subordinate to the Mortgage. Upon Mortgagee's request, Mortgagor shall assign
335 to Mortgagee as additional security all leases now existing or hereafter made letting all
336 or any part of the premises.

338 8. As part of the consideration for the indebtedness evidenced by the Notes,
339 Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee the
340 rents and revenues of the premises, including those now due, past due, or to become due

4

5

6 MGM0138 06/17/88 1530

4

86277632

UNOFFICIAL COPY

3 3 2 7 7 5 5 1

342 by virtue of any lease or other agreement for the occupancy or use of all or any part of
343 the premises. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect
344 the aforesaid rents and revenues and hereby directs each tenant of the premises to pay
345 such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written
346 notice given by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or
347 agreement of Mortgagor in this Mortgage, Mortgagor shall collect and receive all rents
348 and revenues of the premises as trustee for the benefit of Mortgagee and Mortgagor, to
349 apply the rents and revenues so collected to the sums secured by this Mortgage with the
350 balance, so long as no such breach has occurred, to the account of Mortgagor. Mortga-
351 gor agrees that each tenant of the premises shall pay such rents to Mortgagee or
352 Mortgagee's agents on Mortgagee's written demand therefor without liability on the
353 part of said tenant to inquire further as to the existence of a default by Mortgagor.

355 Mortgagor hereby covenants that Mortgagor has not executed any prior assign-
356 ment of said rents, that Mortgagor has not performed, and will not perform any acts or
357 has not executed and will not execute, any instruments which would prevent
358 Mortgagee from exercising its rights under this paragraph, and that at the time of exe-
359 cution of this Mortgage there has been no anticipation or prepayment of any of the
360 rents of the premises for more than one month prior to the due date of such rent.
361 Mortgagor further covenants that Mortgagor will not hereafter collect or accept pay-
362 ment of any rents of the premises more than one month prior to the due date of such
363 rent.

365 If the rents of the premises are not sufficient to meet the costs of taking control
366 of and managing the premises and collecting the rents, any funds expended by Mort-
367 gagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured
368 by this Mortgage, payable upon demand and shall bear interest from the date of dis-
369 bursement at the rate stated in the Notes. The entering upon and taking and
370 maintaining of control of the premises by Mortgagee or a receiver and the application
371 of rents as provided herein shall not cure or waive any default hereunder or invalidate
372 any other right or remedy of Mortgagee hereunder. Upon release of this Mortgage, this
373 assignment of rents of the premises shall terminate.

375 9. Mortgagor shall pay or cause to be paid each item of indebtedness herein
376 and in the Notes and each of them, both principal and interest, when due according to
377 the terms hereof. At the option of the Mortgagee, and without notice to or demand
378 upon the Mortgagor or to any other person obligated or bound by the Notes or either of
379 them, all unpaid indebtedness secured by this Mortgage shall become due and payable,
380 notwithstanding anything in the Notes or either of them, this Mortgage or any other
381 document or instrument evidencing, securing or guaranteeing the indebtedness secured
382 hereby to the contrary, (i) upon default in making payment of any installment of princi-
383 pal or interest on the Notes or either of them or in the payment of any other indebt-
384 edness arising under the Notes or either of them or this Mortgage, (ii) ten days after
385 default shall occur in the performance of any other agreement of the Mortgagor herein
386 contained and if such default shall not be cured within such ten days, or (iii) upon any
387 other default specified in the Notes or either of them or any other document or instru-
388 ment securing the Notes or either of them, or (iv) upon default by Mortgagor under any
389 other mortgage or trust deed encumbering the premises.

391 10. If Mortgagor or any other person liable for the payment of the indebted-
392 ness hereby secured shall voluntarily file a petition under the Federal Bankruptcy Code

4

5

6 MGM0138 06/17/88 1530

5

88277632

UNOFFICIAL COPY

7 2 2 7 5 3 2

394 or under any state bankruptcy or insolvency law or an answer in an involuntary pro-
395 ceeding admitting insolvency or inability to pay debts, or if Mortgagor or any other
396 person liable for the payment of the indebtedness hereby secured shall fail to obtain a
397 vacation or stay of involuntary proceedings brought for the reorganization, dissolution
398 or liquidation of Mortgagor or such other person, or if Mortgagor or any other person
399 liable for the payment of the indebtedness hereby secured shall be adjudged a bankrupt,
400 or if a trustee or receiver shall be appointed for Mortgagor or such other person or its
401 or their property, or if Mortgagor or any other person liable for the payment of the
402 indebtedness hereby secured shall make an assignment for the benefit of its creditors,
403 then all of the sums secured by this Mortgage shall forthwith be and become immedi-
404 ately due and payable without prior notice to Mortgagor.

406 11. When the indebtedness hereby secured shall become due whether by accel-
407 eration, exercise by Mortgagee of its call rights under the Notes or either of them or
408 otherwise, the Mortgagor hereby waives all right to the possession, income, and rents of
409 the premises, and hereupon it shall be lawful for the Mortgagee, and the Mortgagee is
410 hereby expressly authorized and empowered, to enter into and upon and take possession
411 of the premises, to lease the same, collect and receive all rents, issues and profits
412 thereof and apply the same, less the necessary expenses of collection thereof, for the
413 care, operation, and preservation of the premises, including, without limitation, the
414 payment of fees, insurance premiums, costs of operation of the premises, taxes, assess-
415 ments, interest, penalties and water charges, or at the election of the Mortgagee, in its
416 sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and
417 it is further expressly covenanted and agreed that, upon any such breach, the Mort-
418 gagee shall have the right to immediately foreclose this Mortgage, and upon the filing
419 of any bill for that purpose, the court in which such bill is filed may at once, or at any
420 time thereafter, either before or after foreclosure sale, and without notice to the Mort-
421 gator, or to any party claiming under the Mortgagor and without regard to the solvency
422 or insolvency at the time of such application for a receiver of the Mortgagor or any
423 other person or persons then liable for the payment of the indebtedness secured hereby,
424 and without regard to the then value of the premises or whether the same shall then be
425 occupied, in whole or in part, as a homestead by the owner of the equity of redemption,
426 and without requiring any bond from the complainant in such proceedings, appoint a
427 receiver for the benefit of the Mortgagee, with power to take possession, charge and
428 control of the premises, to lease the same, keep the buildings thereon insured and in
429 good repair, and to collect all the rents, issues and profits of the premises during the
430 pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency,
431 during the full statutory period of redemption, if any; and the court may, from time to
432 time, authorize said receiver to apply the net amounts remaining in his hands, after
433 deducting reasonable compensation for the receiver and his attorney as allowed by the
434 court, in payment (in whole or in part) of any or all of the following items in such order
435 of priority as the Mortgagee may determine: (i) amounts due upon the indebtedness
436 secured hereby, (ii) amounts due upon any decree entered in any suit foreclosing this
437 Mortgage, (iii) real estate taxes, insurance premiums or repairs as aforesaid, upon the
438 premises that may be or become superior to the lien of this Mortgage, or of any decree
439 foreclosing the same.

441 12. In case of foreclosure of this Mortgage, or the commencement of foreclo-
442 sure proceedings or preparation therefor, all expenses of every kind paid or incurred by
443 the Mortgagee in or about the enforcement, protection, or collection of this Mortgage,
444 including, without limitation, reasonable costs, attorneys' fees, and stenographers' fees

4

5

6 MGM0138 06/17/88 1530

6

88277632

UNOFFICIAL COPY

0 0 2 / 7 5 3 2

446 of the complainant in such proceeding or preparation therefor, advertising costs, out-
447 lays for documentary evidence, and the cost of such title insurance or commitments
448 therefor as deemed necessary by Mortgagee, in its sole judgment, shall be paid by the
449 Mortgagor, and all similar fees, costs, charges and expenses paid or incurred by the
450 Mortgagee in any other suit or legal proceeding in which it shall be or be made a party
451 by reason of this Mortgage, all moneys advanced by the Mortgagee for any purpose
452 authorized in this Mortgage, with interest on such advances at the rate stated in the
453 Notes, shall also be paid by the Mortgagor and all such fees, costs, charges and
454 expenses, shall constitute so much additional indebtedness secured by this Mortgage,
455 and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose
456 this Mortgage, whether or not decree of foreclosure shall have been entered, shall be
457 dismissed, nor shall a release of this Mortgage be given until all such expenses, charges,
458 and costs of suit, including Mortgagee's attorneys' and stenographers' fees, shall have
459 been paid.

461 13. This Mortgage is further intended to be a security agreement and a
462 financing statement pursuant to the Uniform Commercial Code for any of the goods
463 specified above as part of the premises which, under applicable law, may be subject to
464 a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby
465 grants Mortgagee a security interest in said goods. Mortgagor agrees to execute and
466 deliver such additional financing statements covering said goods from time to time and
467 in such form as Mortgagee may require to perfect a security interest with respect to
468 said goods. Mortgagor shall pay all costs and expenses of any record searches for
469 financing statements Mortgagee may reasonably require. Without the prior written
470 consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to
471 the Uniform Commercial Code any other security interest in said goods, including
472 replacements and additions thereto. Upon Mortgagor's breach of any covenant or
473 agreement of Mortgagor contained in this Mortgage, including the covenants to pay
474 when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a
475 secured party under the Uniform Commercial Code. Any requirements of the Uniform
476 Commercial Code for reasonable notice of an intended sale or disposition shall be met if
477 such notice is given in accordance with paragraph 19 hereof at least five days prior to
478 the date of such intended sale or other disposition.

480 14. Mortgagor hereby waives to the extent permitted by applicable law any
481 and all rights of redemption from sale under any order or decree of foreclosure of this
482 Mortgage, on its own behalf and on behalf of each and every person, except decree or
483 judgment creditors of such Mortgagor, acquiring any interest or title to the premises
484 subsequent to the date of this Mortgage.

486 15. This Mortgage and all provisions hereof shall extend to and be binding
487 upon Mortgagor and Mortgagor's heirs, executors, administrators, successors and
488 assigns, and all persons claiming under or through the Mortgagor, and the word "Mort-
489 gagor" when used herein shall denote the plural as well as the singular and shall include
490 all such persons and all persons liable for the payment of the indebtedness or any part
491 thereof, whether or not such persons shall have executed the Note or this Mortgage.

493 16. Mortgagor further covenants and agrees not to directly or indirectly
494 transfer or cause to be transferred or suffer an involuntary transfer of any interest,
495 whether legal or equitable, and whether possessory or otherwise in the premises, to any
496 third party, so long as the debt secured hereby subsists, without the advance written

4

5

6 MGM0138 06/17/88 1530

7

88277632

UNOFFICIAL COPY

88277632

498 consent of Mortgagee, and further that in the event of any such transfer by the Mortga-
499 gor without the written consent of the Mortgagee, the Mortgagee may, in its sole dis-
500 cretion, and without notice to the Mortgagor, declare the whole of the debt hereby
501 secured immediately due and payable. If Mortgagor is a corporation, partnership or
502 trust, a change in the ownership of its capital stock, capital or beneficial interest,
503 respectively, each shall constitute a transfer restricted hereby.

505 17. No delay or omission to exercise any remedy or right accruing on any
506 default shall impair any such remedy or right, or shall be construed to be a waiver of
507 any such default, or acquiescence therein, nor shall it affect any subsequent default of
508 the same or of a different nature. Every such remedy or right may be exercised from
509 time to time and as often as may be deemed expedient by the Mortgagee or by the
510 holder of the Notes. The invalidity of any one or more agreements, phrases, clauses,
511 sentences or paragraphs of this Mortgage shall not affect the remaining portions of this
512 Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be
513 construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had
514 not been inserted. No action for the enforcement of the lien or of any provisions
515 hereof shall be subject to any defense which would not be good and available to the
516 party interposing same in an action at law upon the Notes. Notwithstanding any subse-
517 quent extension of the time of payment of the Notes, or any installment thereof, the
518 liability of the maker thereof shall in no event cease until the payment in full of all
519 indebtedness hereby secured. The Mortgagee shall have the right to inspect the prem-
520 ises at all reasonable times and access thereto shall be permitted for that purpose.

522 18. Any notice to Mortgagor provided for in this Mortgage shall be given by
523 mailing such notice by certified mail addressed to Mortgagor at Mortgagor's address
524 stated below. Any notice provided for in this Mortgage shall be deemed to have been
525 given to Mortgagor when given in the manner designated herein.

527 19. Upon payment of all sums secured by this Mortgage, Mortgagee shall
528 release this Mortgage. Mortgagor shall pay Mortgagee's reasonable costs incurred in
529 releasing this Mortgage.

531 20. This Mortgage and the rights of the Mortgage hereunder are and at all
532 times shall be and remain subject, subordinate and inferior in right, claim and lien to
533 the rights, liens and claims afforded by the following described instruments:

536 (a) Note dated on or about August 13, 1980 made by Mortgagor, in the
537 stated principal sum of \$160,000 payable to the order of St. Paul Federal Savings
538 and Loan Association of Chicago (the "\$160,000 Prior Note");

540 (b) Note dated on or about September 16, 1980 in the stated principal
541 sum of \$100,000 payable to the order of Certified Grocers Investment Corpora-
542 tion (the "\$100,000 Prior Note," which together with the \$160,000 Prior Note
543 shall be referred to as the "Prior Notes");

545 (c) Mortgage securing the \$160,000 Prior Note dated August 13, 1980
546 made by Mortgagor to St. Paul Federal Savings and Loan Association of Chicago
547 recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein
548 called the "Recorder's Office") encumbering the premises;

4

5

6 MGM0138 06/17/88 1530

8

88277632

UNOFFICIAL COPY

88277632

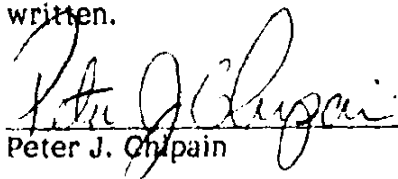
551 (d) Second Mortgage securing the \$100,000 Prior Note dated Sep-
552 tember 16, 1980 recorded in the Recorder's Office encumbering the premises
553 (collectively with the Mortgage described in Section (c) above the "Prior
554 Mortgages");

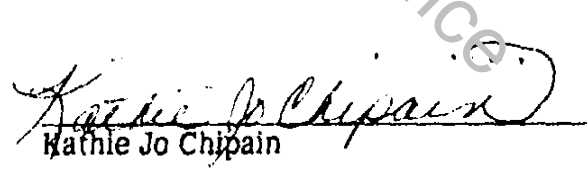
557 as the same may from time to time be modified, amended, extended and/or reinstated
558 (herein called the "Prior Loan Documents") and to the rights of the holders of the Prior
559 Loan Documents and to the indebtedness evidenced and secured thereby.

561 21. Mortgagor covenants and agrees to comply with all terms and provisions
562 of the Prior Loan Documents and nothing contained herein shall require the Mortgagee
563 to perform any covenant or agreement contained in the Prior Loan Documents. To the
564 extent that the Prior Mortgages contain identical provisions to this Mortgage,
565 compliance by Mortgagor with such like provisions shall be deemed to be compliance
566 hereunder. Any: (i) breach of any covenant or agreement to be performed by or on
567 behalf of the maker of the Prior Notes or the mortgagor in the Prior Mortgages or
568 under the Prior Loan Documents which is not cured within the applicable cure or grace
569 period thereunder, or (ii) any amendment or modification of the Prior Notes, Prior
570 Mortgages or Prior Loan Documents without the prior written consent of Mortgagee,
571 shall constitute a default hereunder, and the Mortgagee may then declare the
572 indebtedness hereby secured immediately due and payable. Mortgagor hereby agrees to
573 promptly forward to Mortgagee copies of any and all notices received by Mortgagor
574 under the Prior Loan Documents. Mortgagor hereby agrees to promptly reimburse the
575 Mortgagee for all loss, cost, damage and expense, including reasonable attorneys' fees,
576 which may be suffered or incurred by mortgagee arising directly or indirectly out of or
577 in connection with all of the terms and provisions of the Prior Loan Documents
578 required to or performed by or on behalf of the maker of the Prior Notes and the
579 mortgagor in the Prior Mortgages. Mortgagor hereby authorizes Mortgagee, at its
580 option, to perform any covenants, do any acts, or make any payments which are
581 required by the terms of the Prior Loan Documents as have not been performed, done
582 or paid, at the times required by the Prior Loan Documents. All expenses incurred and
583 all sums paid by Mortgagee relative to the foregoing authority shall be secured hereby
584 with interest thereon at the Default Rate and shall be payable to Mortgagee on demand.
585 The exercise of the option by Mortgagee to perform any of said covenants, do any of
586 said acts, or make any of said payments as aforesaid, may be made by Mortgagee prior
587 to, simultaneously with or subsequent to the exercise of Mortgagee of the option in this
588 Section to declare the indebtedness hereby secured immediately due and payable.

88277632

591 **WITNESS** the hand(s) and seal(s) of the Mortgagor the day and year first above
592 written.

596 
597 Peter J. Chipain


Kathie Jo Chipain

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JUN 24 PM 2: 56

88277632

UNOFFICIAL COPY

88277632

602 STATE OF ILLINOIS)
603) SS
604 COUNTY OF COOK)

609 I, Nadine K. Bryant, a Notary Public in and for and
610 residing in said County, in the State aforesaid, DO HEREBY CERTIFY that PETER J.
611 CHIPAIN and KATHIE JO CHIPAIN, his wife, who are personally known to me to be the
612 same persons whose names are subscribed to the foregoing instrument, appeared before
613 me this day in person and acknowledged that they signed and delivered said instrument
614 as their own free and voluntary act, for the uses and purposes therein set forth, includ-
615 ing the release and waiver of their right of homestead.

618 GIVEN Under my hand and Notarial Seal, this 21st day of June, 1988.

622 Nadine K. Bryant
623 Notary Public

626 My Commission Expires:

628 Nov. 9, 1991



88277632

Property of Cook County Clerk's Office

UNOFFICIAL COPY

631

Exhibit A

635 LOT 41 IN EQUESTRIAN ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PART OF
636 THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 11 EAST OF
637 THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORD-
638 ED APRIL 19, 1978 AND KNOWN AS DOCUMENT 24409291, IN COOK COUNTY,
639 ILLINOIS.

PIN: 22-24-306-002
ADDRESS: HORSE SHOE LANE
LEMONT, IL 60439

88277632