

UNOFFICIAL COPY

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

19.00

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made as of JUNE 24, 19 88, by

71-63-530 W

Initials: FIRST COLONIAL TRUST COMPANY, AN IL. CORP., formerly known as [X] MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, not personally, but as Trustee under Trust Agreement dated JUNE 1, 1971 and known as Trust No. 1223

- and
a corporation,
a limited partnership,

d/b/a general partnership or joint venture,

("Mortgagor") whose mailing address is 30 N. MICHIGAN AVENUE, CHICAGO, ILLINOIS 60602 in favor of First Illinois Bank of Willowbrook ("Mortgagee"), whose mailing address is 730 Plainfield Drive, Willowbrook, Illinois 60521.

Mortgagor or is justly indebted to the Mortgagee in the principal sum of TWO HUNDRED THOUSAND AND NO/100 Dollars (\$ 200,000.00) evidenced by a certain PROMISSORY NOTE of even date herewith ("Note"), made payable to the order of and delivered to the Mortgagee, whereby the obligor promises to pay the Note, late charges, prepayment premiums (if any) and interest at the rate or rates, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on 19 93. All such payments on account of the indebtedness secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal.

Mortgagor, in order to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums, if any, in accordance with the terms, provisions and limitations of this Mortgage and of the Note, either directly or indirectly as evidenced by a guaranty of payment of performance executed by the Mortgagor or beneficiary of Mortgagor and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter acquired estate right, title and interest therein, situated, lying and being in the County of and State of ILLINOIS to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

Commonly known as 7401-15 W. 59TH STREET, SUMMIT, ILLINOIS which, with the property hereinafter described, is collectively referred to herein as the "Premises."

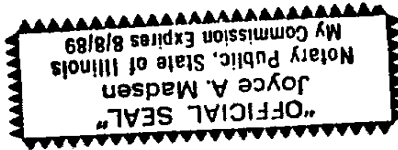
This Instrument Prepared By: Doreen M. Kral

and Shall be Returned to: First Illinois Bank of Willowbrook Attn: Doreen M. Kral 730 Plainfield Drive Willowbrook, Illinois 60521

BOX 333 - WJ

Real Estate Tax I.D. No. 18-13-201-207

88294918



Joyce A. Madsen

GIVEN under my hand and notary seal this 29th day of June, 1988

the said County, in the State aforesaid, do hereby certify that Donald B. Bontalitti, Vice President and Nancy Rodriguez, Assistant Secretary of FIRST COLONIAL TRUST COMPANY, personally known to me to be the same person(s) whose name(s) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (she) (they) signed, sealed and delivered the said instrument as (her) (their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

Joyce A. Madsen

Illinois

Cook

SS }

88294918

INDIVIDUALS:

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

(state)

888 JUL -6 AM 11:12

COOK COUNTY CLERK'S OFFICE FILED FOR RECORD

88294918

CORPORATION:

ATTEST:

By: *Nancy Rodriguez*

Assistant Secretary

By: *Donald B. Bontalitti*

Vice President

Trust No. _____ and known as _____ and not personally.

as Trustee under Agreement dated JUNE 1, 1987

MICHIGAN AVENUE NATIONAL BANK OF CHICAGO

FIRST COLONIAL TRUST COMPANY, AN IL. CORP.

LAND TRUST:

Its: _____

By: _____

a joint venture

a partnership, (state) (limited/general)

(name of partnership or joint venture)

PARTNERSHIP/JOINT VENTURE:

IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as a Mortgagee may be entitled thereto (which are charged primarily and on a parity with said real estate and not secondarily; all tenant security deposits, utility deposits and insurance premiums (which are charged primarily and on a parity with said real estate and not secondarily); and all fixtures, appliances, equipment and articles (other than inventory held for sale) which relate to the use, occupancy, and enjoyment of the Premises, all of the land, estate and property heretofore described, real, personal and mixed, whether already owned or which Mortgagee may be holding; and all fixtures, appliances, equipment and articles (other than inventory held for sale) which relate to the use, occupancy, and enjoyment of the Premises, all of the land, estate and property heretofore described, real, personal and mixed, whether already owned or not (except where otherwise heretofore specified) and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby underwritten, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropiated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and included in the unpaid principal sum evidenced by this Note, together with all interest, additional interest, late charges and prepayment premiums thereon, (if any) and all other sums at any time secured by this Mortgage.

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC. Mortgagee shall, (a) promptly repair, restore or rebuild any building and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises or a party with or superior to the lien hereof; (e) complete within a reasonable time any building(s) or other improvements now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements, restrictions and conditions of record with respect to the Premises and the use thereof; (g) make no alterations in the Premises without Mortgagee's prior written consent; (h) observe and comply with all covenants and restrictions (if any) necessary to preserve and defend all rights, easements, interests, permits (including without limitation zoning variations and any non-conforming uses and structures), privileges and benefits applicable to the Premises or connected to in connection with any present or future use of the Premises; and (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof and of the Note, together with all interest, additional interest, late charges and prepayment premiums thereon, (if any) and all other sums at any time secured by this Mortgage.

2. PAYMENT OF TAXES. Mortgagee shall pay all general taxes before any party or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against it if a first lien holder, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagee shall pay in full, under protest, any tax or assessment which Mortgagee may desire to contest, in the manner provided by law.

3. TAX DEPOSITS. Unless waived from time to time by Mortgagee in writing, Mortgagee shall deposit with the Mortgagee, commencing on the date of disbursement of the loan proceeds hereof and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee), a sum equal to the amount of all real estate taxes and assessments next due and payable for or the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee. Such deposits are to be held without any allowance or payment of interest to Mortgagee and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on the Premises next due and payable, the Mortgagee shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

4. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the collateral (defined below) and unless waived from time to time by Mortgagee in writing, Mortgagee shall deposit with the Mortgagee, commencing on the date of disbursement of the loan proceeds of the mortgage, a sum equal to the amount of all real estate taxes and assessments next due and payable for or the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee. Such deposits are to be held without any allowance or payment of interest to Mortgagee and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on the Premises next due and payable, the Mortgagee shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

5. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS, SECURITY INTEREST. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time of deposit pursuant to Paragraphs 3 and 4 hereof on any part, any remaining deposits shall be paid to Mortgagee or to the then owner or owner of the Premises and the same appear on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee and hereby assigned to Mortgagee for the purposes for which made hereunder and shall be subject to the direction or control of the Mortgagee, provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless the Mortgagee shall not be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

6. PAYMENT OF TAXES. Mortgagee shall pay all general taxes before any party or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against it if a first lien holder, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagee shall pay in full, under protest, any tax or assessment which Mortgagee may desire to contest, in the manner provided by law.

7. TAX DEPOSITS. Unless waived from time to time by Mortgagee in writing, Mortgagee shall deposit with the Mortgagee, commencing on the date of disbursement of the loan proceeds hereof and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee), a sum equal to the amount of all real estate taxes and assessments next due and payable for or the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee. Such deposits are to be held without any allowance or payment of interest to Mortgagee and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on the Premises next due and payable, the Mortgagee shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

8. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the collateral (defined below) and unless waived from time to time by Mortgagee in writing, Mortgagee shall deposit with the Mortgagee, commencing on the date of disbursement of the loan proceeds of the mortgage, a sum equal to the amount of all real estate taxes and assessments next due and payable for or the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee. Such deposits are to be held without any allowance or payment of interest to Mortgagee and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on the Premises next due and payable, the Mortgagee shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

9. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS, SECURITY INTEREST. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time of deposit pursuant to Paragraphs 7 and 8 hereof on any part, any remaining deposits shall be paid to Mortgagee or to the then owner or owner of the Premises and the same appear on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee and hereby assigned to Mortgagee for the purposes for which made hereunder and shall be subject to the direction or control of the Mortgagee, provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless the Mortgagee shall not be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

10. PAYMENT OF TAXES. Mortgagee shall pay all general taxes before any party or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against it if a first lien holder, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagee shall pay in full, under protest, any tax or assessment which Mortgagee may desire to contest, in the manner provided by law.

11. TAX DEPOSITS. Unless waived from time to time by Mortgagee in writing, Mortgagee shall deposit with the Mortgagee, commencing on the date of disbursement of the loan proceeds hereof and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee), a sum equal to the amount of all real estate taxes and assessments next due and payable for or the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee. Such deposits are to be held without any allowance or payment of interest to Mortgagee and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on the Premises next due and payable, the Mortgagee shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

12. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the collateral (defined below) and unless waived from time to time by Mortgagee in writing, Mortgagee shall deposit with the Mortgagee, commencing on the date of disbursement of the loan proceeds of the mortgage, a sum equal to the amount of all real estate taxes and assessments next due and payable for or the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee. Such deposits are to be held without any allowance or payment of interest to Mortgagee and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on the Premises next due and payable, the Mortgagee shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

13. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS, SECURITY INTEREST. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time of deposit pursuant to Paragraphs 11 and 12 hereof on any part, any remaining deposits shall be paid to Mortgagee or to the then owner or owner of the Premises and the same appear on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee and hereby assigned to Mortgagee for the purposes for which made hereunder and shall be subject to the direction or control of the Mortgagee, provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless the Mortgagee shall not be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

14. PAYMENT OF TAXES. Mortgagee shall pay all general taxes before any party or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against it if a first lien holder, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagee shall pay in full, under protest, any tax or assessment which Mortgagee may desire to contest, in the manner provided by law.

15. TAX DEPOSITS. Unless waived from time to time by Mortgagee in writing, Mortgagee shall deposit with the Mortgagee, commencing on the date of disbursement of the loan proceeds hereof and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee), a sum equal to the amount of all real estate taxes and assessments next due and payable for or the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee. Such deposits are to be held without any allowance or payment of interest to Mortgagee and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on the Premises next due and payable, the Mortgagee shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

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25.1 Release of Previous Holder. The word "Mortgage" when used herein shall include the successors and assigns of the original Mortgagee named...

25.2 Governmental Compliance. Mortgagee shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgage to...

25.3 Governmental Compliance. Mortgagee shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgage to...

25.4 Estoppel Certificate. Mortgagee, within fifteen (15) days after mailing of a written request by the Mortgagee, agrees to furnish from time to time a signed statement...

25.5 Non-Judicial Foreclosure. After an event of default, Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage...

25.6 Election of Prepayment Penalty. If maturity of the indebtedness is accelerated by the Mortgagee because of an event of default, as herein provided, a tender of payment is made...

25.7 Security Agreement and Financial Statement. Mortgagee and Mortgagee agree: (i) that the Mortgage shall constitute a Security Agreement with the Mortgagee pursuant to Paragraphs B and C hereof...

25.8 Lien for Loan Commissions, Service Charges and Title Lien. So long as the original Mortgagee named on Page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed...

25.9 Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagee and/or guarantors (if applicable)...

25.10 Collateral Now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

25.11 Collateral Now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

25.12 Collateral Now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

25.13 Collateral Now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

25.14 Collateral Now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

25.15 Collateral Now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

25.16 Collateral Now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

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20. MISCELLANEOUS: Building Nature. This Mortgage and all its successors, assigns, each subseqent owner or owners of the Premises and all persons claiming under or through Mortgage; and the word "Mortgage" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage and shall also include any beneficiary of Mortgage, direct or indirect.

21. BUSINESS PURPOSE; USURY EXEMPTION. Mortgage hereby represents, or it applicable Mortgage has been advised by its beneficiaries, that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6(b) of Chapter 17 of the 1981 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said Paragraph.

22. FILING AND RECORDING CHARGES AND TAXES. Mortgage will pay all filing, registration, recording and search and recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Note and all taxes, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

23. FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE. Mortgagee agrees to keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

24. WAIVER OF STATUTORY RIGHTS. Mortgagee shall not and will not assert that any beneficiary of Mortgage (Mortgagee) apply for or avail itself of any reappraisal, valuation, sale, extension or exemption law or any so-called "anti-deficiency" law, or any other law, in order to prevent or hinder the enforcement of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagee, its heirs and all who may claim through or under it, including its beneficiary, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose upon the Premises sold as an entirety. Mortgagee does hereby expressly waive any and all rights of redemption from sale under any order of judgment or foreclosure of the lien of this Mortgage on behalf of the Mortgagee and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagee in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

25. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGEE'S OBLIGATIONS. Mortgagee shall release in whole or partially the Mortgagee and the lien (in whole or partially) by payment of the principal and interest on the Note and upon payment of all indebtedness for which the Mortgagee is liable (including any prepayment charges and other charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgagee for the preparation and execution of such proper instruments as shall be determined by Mortgagee in its absolute discretion.

26. GIVING OF NOTICE. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail addressed to the Mortgagee or to the party hereto may be, in the case of the Mortgagee, at the respective addresses set forth on the last page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

27. MORTGAGEE'S RIGHT OF INSPECTION. Mortgagee, its representatives, agents or participants shall have the right to inspect, the Premises at all reasonable times and access thereto shall be permitted for that purpose.

28. RIGHTS CUMULATIVE. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee; and the exercise at the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy shall constitute a waiver of any other right, power or remedy, or of any right, power or remedy, or of the construction thereof.

29. EMINENT DOMAIN AND/OR CONDEMNATION. Mortgagee hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. So long as (a) any applicable law is in full force and effect and each (beneficial) interest therein is not in default, and such taking shall not result in the termination or cancellation of any of those interests or given any other benefit therefrom; (b) the right to cancel the loan, (c) the Premises (equity) repair, rebuilding or restoration, and (d) the Mortgagee is not in default after award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the repair, rebuilding or restoration of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any award which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges or expenses of the Distributing Party shall, at the option of Mortgagee, be applied on account of the indebtedness or paid to any party entitled to the same amount on the records of the Mortgagee. The interest shall be allowed to Mortgagee on account of any proceeds of any award held by the Mortgagee.

30. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGEE'S OBLIGATIONS. Mortgagee shall release in whole or partially the Mortgagee and the lien (in whole or partially) by payment of the principal and interest on the Note and upon payment of all indebtedness for which the Mortgagee is liable (including any prepayment charges and other charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgagee for the preparation and execution of such proper instruments as shall be determined by Mortgagee in its absolute discretion.

31. WAIVER OF DEFENSE. No action for the enforcement of the lien of or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

32. WAIVER OF STATUTORY RIGHTS. Mortgagee shall not and will not assert that any beneficiary of Mortgage (Mortgagee) apply for or avail itself of any reappraisal, valuation, sale, extension or exemption law or any so-called "anti-deficiency" law, or any other law, in order to prevent or hinder the enforcement of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagee, its heirs and all who may claim through or under it, including its beneficiary, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose upon the Premises sold as an entirety. Mortgagee does hereby expressly waive any and all rights of redemption from sale under any order of judgment or foreclosure of the lien of this Mortgage on behalf of the Mortgagee and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagee in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

33. FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE. Mortgagee agrees to keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

34. BUSINESS PURPOSE; USURY EXEMPTION. Mortgage hereby represents, or it applicable Mortgage has been advised by its beneficiaries, that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6(b) of Chapter 17 of the 1981 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said Paragraph.

35. FILING AND RECORDING CHARGES AND TAXES. Mortgage will pay all filing, registration, recording and search and recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Note and all taxes, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

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15. APPOINTMENT OF RECEIVER OR MORTGAGEE IN POSSESSION. Upon, or at any time after, the commencement of an action to foreclose this

entitled thereto as their rights may appear. (the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which may under the terms hereof constitute secured indebtedness secured by this mortgage)

14. APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which may under the terms hereof constitute secured indebtedness secured by this mortgage; and the sum of such expenditures shall be secured by this mortgage, and shall bear interest after demand at the rate specified in the Note applicable to a period when an unsecured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

At all times, the Mortgagee shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Premises, the priority of this mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the indebtedness. Mortgagee shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this mortgage, and shall bear interest after demand at the rate specified in the Note applicable to a period when an unsecured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

13. FORECLOSURE; EXPENSE OF LITIGATION. When the indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any civil action to foreclose the lien hereof, which may be allowed and included as additional indebtedness in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee including, without limitation, expenditures for attorney's fees, including those of in house counsel, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such action or to evidence to lenders at any sale which may be had pursuant to such order or judgment (the true condition of the title to, or the value of, the Premises. All expenses of the nature in this paragraph mentioned and such expenses and fees and expenses as may be incurred in the protection of the Premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in proceedings for the commencement of defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by this mortgage. The rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this mortgage.

records of the Mortgagee.

12. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT. (a) If a default is made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms hereof, then the Mortgagee shall have the right to declare the Note in whole or in part to be due and payable immediately. (b) The Mortgagee shall have the right to declare the Note in whole or in part to be due and payable immediately if the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (c) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (d) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (e) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (f) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (g) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (h) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (i) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (j) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (k) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (l) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (m) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (n) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (o) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (p) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (q) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (r) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (s) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (t) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (u) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (v) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (w) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (x) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (y) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee. (z) The Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in relation to the indebtedness, and any excess held by it over the amount of the indebtedness shall be paid to Mortgagee or any party entitled thereto, without interest, as the same appears on the records of the Mortgagee.

11. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. Mortgagee in making any payment hereby authorized, (a) relying on taxes and assessments, may do so according to any computer or billing service, bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise settlement of any other lien or claim, or lien may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

10. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default hereunder, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and all other monies advanced by Mortgagee in respect to protecting the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall be due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

9. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default hereunder, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and all other monies advanced by Mortgagee in respect to protecting the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall be due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

Any act or thing taken by Mortgagee pursuant to the terms of this Paragraph shall not impair or affect: (a) the obligation of Mortgagee or Mortgagee's successors or assigns to pay any sums at any time secured by this mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the indebtedness; and (c) the lien or priority of the lien hereof against the Premises. (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the indebtedness.

8. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default hereunder, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and all other monies advanced by Mortgagee in respect to protecting the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall be due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

Mortgagee shall have the option to declare the mortgage in default because of a material default of landlord in any case of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rent or Lease executed pursuant to this Paragraph 8, or otherwise, shall constitute a default hereunder, on account of which the whole of the indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagee.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, either to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such assignment.

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UNOFFICIAL COPY

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Property of Cook County Clerk's Office

P.L. 18-13-027-0000

COMMON ADDRESS: 7401-15 W 55TH STREET, SUMMIT, ILLINOIS

THE NORTH 20 RODS OF THE WEST 20 RODS (EXCEPT THE WEST 100 FEET AND EXCEPT THE SOUTH 173 FEET OF THE EAST 230 FEET) AND (EXCEPT THAT PART TAKEN FOR WEST 55TH STREET) OF LOT 3 IN CANAL REEF SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT 1A

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