

DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS

THIS DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS (herein called the "Mortgage") is made as of June 23, 1988 by and between: Spino Enterprises, Inc., an Illinois corporation having its office at 1320 N. 35th Ave., Melrose park, Illinois 60160 (herein, together with its successors and assigns, called the "Mortgagor") and Chicago Title and Trust Company, an Illinois corporation doing business in Chicago, Illinois (herein called the "Trustee").

RECITALS:

\$33.00

A. Land; Loan Amount. To provide purchase money financing for the business of the Mortgagor related to the land (hereinafter the "Land") described on Exhibit A attached hereto and incorporated herein by this reference, and the buildings and improvements located thereon, the C&E Supply Company, an Illinois corporation, together with its successors and assigns ("Mortgagee") has agreed to make a purchase money loan (the "Loan") to the Mortgagor in the amount of Four Hundred Ninety-Three Thousand Two Hundred Ninety-Seven and 98/100 Dollars (\$493,297.98) (herein, such amount is called the "Loan Amount"), upon the terms and conditions herein and in the other Debt Papers (defined hereinafter) stated.

B. Note, Principal and Interest. The Mortgagor has executed and delivered to the Mortgagee a promissory note dated the date hereof, payable to the order of the Mortgagee at Chicago, Illinois, and due and payable in full if not sooner paid on or before July 5, 1998, subject to acceleration as provided in such promissory note. Such promissory note is in the principal amount of \$493,297.98. (Herein, such promissory note, together with any and all amendments, modifications and supplements thereto, extensions, renewals and restatements thereof and note or notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness secured hereby, shall be individually and collectively called the "Note".) The Note bears interest on the principal amount thereof from time to time outstanding, all as provided in the Note; all principal and interest on the Note is payable in lawful money of the United States of America at the office of the Mortgagee in Chicago, Illinois or at such place as the holder of the Note may from time to time designate in writing. The Mortgagor is justly indebted to the Mortgagee in the Loan Amount. Any term which is capitalized but is not defined in this Mortgage, which is capitalized and defined in the Note, shall have the same meaning for purposes of this Mortgage as it has for purposes of the Note.

C. Security Documents; Debt Papers. To secure the Note, the Mortgagor has executed and delivered (or caused to be executed and delivered) to the Mortgagee: (i) this Mortgage; (ii) a Security Agreement bearing even date herewith (the "Security Agreement"); and (iii) the Personal Guaranty of Lawrence K. Spino and Nancy Spino of even date herewith (the "Guaranty"). Such Mortgage Security Agreement and Guaranty and each and every other additional document or instrument which may at any time or from time to time secure any of the Liabilities, and all modifications, amendments, restatements and supplements to any thereof, and all replacements, renewals, extensions, and substitutions to any thereof which may be entered into at any time or from time to time, are sometimes hereinafter referred to collectively as the "Security Documents". The Note and the

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Security Documents are sometimes hereinafter referred to collectively as the "Debt Papers".

D. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: the principal of, all interest on and any and all other amounts which may at any time become due or owing under the Note; all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to, the Note, this Mortgage, or any other of the Debt Papers; all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor set out in or made pursuant to the Note, this Mortgage, or any other Debt Papers; any and all advances, costs or expenses paid or incurred by Mortgagee to protect any or all of the Collateral (hereinafter defined), to perform any obligation of the Mortgagor hereunder or under the Note or any other Debt Papers or to collect any amount owing to the Mortgagee which is secured hereby; any and all other amounts which, under any provision of this Mortgage or any other of the Debt Papers, are stated to be secured by this Mortgage; any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "nonrecourse", now or hereafter existing or due or to become due, owing by the Mortgagor to either or both of the Trustee or the Mortgagee;

E. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following, whether now or hereafter existing or acquired:

(i) Real Estate. All of the Land, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anyway appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration, telephone and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) Rents. All fees, rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the

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Improvements (all of the foregoing is herein collectively called the "Rents");

(iv) Leases. All rights of the Mortgagor under all admission agreements, leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof, and specifically including (without limitation) all deposits of money as advance fees or rent or security deposits under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

(v) Plans. All rights of the Mortgagor to plans and specifications, designs, drawings and other matters prepared for any buildings and improvements constructed on the Real Estate (all of the foregoing is herein called the "Plans");

(vi) Contracts for Construction or Services. All rights of the Mortgagor under any contracts executed by the Mortgagor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

(vii) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including, without limitation, insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises".)

G R A N T

NOW THEREFORE, for and in consideration of the Mortgagee's making the loan to the Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor,

THE MORTGAGOR DOES BY THESE PRESENTS CONVEY AND WARRANT UNTO THE TRUSTEE AND ITS SUCCESSORS AND ASSIGNS, ALL OF ITS ESTATE, RIGHT, TITLE AND INTEREST IN AND TO THE COLLATERAL,

TO HAVE AND TO HOLD the Premises unto the Trustee and its successors and assigns for the purposes and upon the uses and trusts herein set forth.

I. COVENANTS AND AGREEMENTS OF MORTGAGOR

Further to secure the payment and performance of the Liabilities, the Mortgagor hereby covenants and agrees with, and warrants to, the Mortgagee as follows:

1.1 Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate

documents or instruments, the principal of and all interest on the Note, and all other Liabilities (including fees and charges).

1.2 Payment of Taxes; Impounds for Taxes, Insurance and other Charges.

A. The Mortgagor will pay, at least five business days before delinquent, all taxes and assessments, general or special and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the other Debt Papers, whether levied against the Mortgagor or the Mortgagee or otherwise, and will submit to the Mortgagee within fifteen (15) days after the date such taxes, assessments or charges are due, all receipts showing payment of all of such taxes, assessments and charges.

B. Upon the written request of Mortgagee following a Default hereunder by Mortgagor, Mortgagor shall pay to Mortgagee on the date each weekly installment is due under the Note, a sum equal to one-fiftysecond of (a) all real estate taxes and impositions, and all other taxes or assessments of any kind or nature whatsoever which are assessed or imposed upon the Premises and which create or may create a lien upon the Premises, and (b) the yearly premium installment for fire, casualty, extended coverage and other hazard insurance, business interruption and such other insurance as Mortgagee may require pursuant to Section 1.7, all as may be reasonably estimated initially and from time to time by the Mortgagee on the basis of assessments and bills and reasonable estimates thereof. The Mortgagor shall also pay to the Mortgagee, at least thirty (30) days prior to the due date of any taxes and assessments levied on, against or with respect to the Premises, such additional amount as may be necessary to provide the Mortgagee with sufficient funds to pay any such tax or assessment at least fifteen (15) days in advance of the due date thereof. The Mortgagee may require Mortgagor to pay to the Mortgagee, in advance, such other sums (hereinafter, together with sums payable under the preceding sentences of this clause B, referred to collectively as "Impounds") for other taxes, charges, premiums, assessments and other impositions in connection with Mortgagor or the Collateral which the Mortgagee shall reasonably deem necessary to protect the Mortgagee's interest (herein "Other Impositions"). Unless otherwise provided by applicable law, Mortgagee may require Impounds for Other Impositions to be paid by Mortgagor in a lump sum or in periodic installments, at Mortgagee's option.

C. All such payments described in this Section 1.2 shall be held as security for the Liabilities, provided that, so long as no Default has occurred and is continuing, the Mortgagee shall, within 15 days of receipt from the Mortgagor of a written request therefor together with such supporting documentation as the Mortgagee may reasonably require (including, without limitation, in the case of Impounds for taxes, official tax bills), permit proper amounts to be applied from the funds held by Mortgagee and paid directly to the appropriate tax collecting authority, in the case of Impounds for taxes, or directly to the insurance company, in the case of Impounds for insurance premiums. Even though the Mortgagor may have made all appropriate payments to the Mortgagee as required by this Mortgage, the Mortgagor shall nevertheless have full and sole responsibility at all times to cause all taxes and assessments to be fully and timely paid, and the Mortgagee shall have no responsibility or obligation of any kind with respect thereto, except to honor a proper request to disburse

impounds made in compliance with the first sentence of this Clause C. If at any time the amounts so paid to the Mortgagee under clause B of this Section 1.2 shall be insufficient to cover the full amount of all taxes, assessments and insurance premiums then accrued (as estimated by the Mortgagee) with respect to the then-current twelve-month period, the Mortgagor shall, within ten (10) days after receipt of notice thereof from the Mortgagee, pay to the Mortgagee such additional funds as may be necessary to remove the deficiency. Failure to do so within such 10-day period shall be a Default hereunder and all sums hereby secured shall immediately become due and payable at the option of the Mortgagee. If the Premises described herein are sold under foreclosure (whether or not to Mortgagee) or are otherwise acquired by the Mortgagee, or its nominee, successor or assign, after Default, any remaining balance of the payments made under this Section 1.2 shall be credited to such of the Liabilities, in such order of application, as the Mortgagee may determine. Notwithstanding any provision contained herein to the contrary, the Mortgagee may, at any time and from time to time (regardless of whether the Mortgagor has or has not requested that the Mortgagee make such payments or has or has not objected to the making of such payments), make payments from the account for any taxes or assessments which the Mortgagee (in its sole discretion) determines are then due or payable with respect to the Premises or any of the Collateral, notwithstanding that at that time any such tax or assessment is then being protested or contested by the Mortgagor, unless the Mortgagee has previously agreed with the Mortgagor in writing that such tax or assessment will not then be paid and the Mortgagor provides to the Mortgagee such bonds, title endorsements or other documents or instruments reasonably required by the Mortgagee to protect the benefits, enforceability, lien and priority of this Mortgage.

1.3 Maintenance and Repair. The Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; not remove or demolish any of the Improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not cause or permit to be made any changes, additions or alterations to the Premises or the Improvements costing in excess of Five Thousand and no/100 (\$5,000.00) in any twelve (12) month period except as approved in writing by the Mortgagee, which approval shall not be unreasonably withheld; maintain, preserve and keep the Improvements in good, safe and insurable condition and repair (and subject to no termites or other pest or rodent infestation) and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction; promptly restore and replace any of the Improvements which are destroyed or damaged; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting streets (to the extent such maintenance of abutting streets is not the obligation of the municipality) and sidewalks in good and neat order and repair.

1.4 Sales; Control; Liens. The Mortgagor shall not; (i) directly or indirectly sell, contract to sell, assign, transfer, convey, lease or dispose of (herein, any of the foregoing is called a "Sale") the Collateral or the beneficial interest in a trust holding title to the Collateral, or any portion thereof or interest (whether legal, beneficial or otherwise) or estate in any thereof, (ii) cause or permit any person or entity in addition to Lawrence Spino and Nancy Spino to be a shareholder in the Mortgagor, or sell, transfer, assign or convey any of the corporate stock of Mortgagor or issue additional corporate stock of Mortgage without the prior express written consent of the Mortgagee in each case, which consent shall not be unreasonably withheld; (iii) remove any of the Collateral from the Premises;

or (iv) subject the Collateral, or any portion thereof or interest (whether legal, beneficial or otherwise) or estate in any thereof (or permit the same to be subjected), directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right (whether senior or junior to, or on a parity with, this Mortgage), except for matters (if any) which the Mortgagee may expressly approve in writing for this purpose.

1.5 Access by Mortgagee. The Mortgagor will at all times: deliver to the Mortgagee any document which is, or which evidences, governs, or creates, Collateral; permit access by the Mortgagee (and its agents and designees) to its books and records, sales records, offices, insurance policies and other papers for examination and the making of copies and extracts; prepare such schedules, summaries, reports and progress schedules as the Mortgagee may reasonably request; and permit the Mortgagee and its agents and designees, at all reasonable times, to enter on and inspect the Premises.

1.6 Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any of the foregoing having jurisdiction over the Premises or the Mortgagee or the Mortgagor, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of the indebtedness secured hereby), assessment or imposition upon this Mortgage, the Liabilities, the Note or any of the Security Documents, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to the Note, this Mortgage, or any of the Security Documents, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then such event shall constitute a Default hereunder and all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.

1.7 Insurance. The Mortgagor will at all times maintain on the Improvements and on all other Collateral, all insurance required at any time or from time to time by the Mortgagee and in any event fire and casualty insurance, with "all risk" coverage and broad extended coverage endorsement, for the benefit of the Mortgagee, to the full extent of the Mortgagee's interest therein and, where applicable, in the full insurable replacement value thereof, against loss or damage from such hazards as may be requested by the Mortgagee from time to time, (and all other insurance) commonly or, in the reasonable judgment of the Mortgagee, prudently maintained by those whose business, improvement to, and use of real estate is similar to that of the Mortgagor. Mortgagor will also maintain business interruption insurance, employer's liability and worker's compensation insurance, business liability insurance (including products liability), vehicle insurance for all corporate-owned vehicles, and key man life insurance on the life of Lawrence K. Spino all in amounts reasonably satisfactory to the Mortgagee, and all of such insurance to be maintained in such form and with such companies as shall be approved by the Mortgagee and to deliver to and keep deposited with the Mortgagee all policies of such insurance and renewals thereof, with premiums prepaid (subject, however, to the provisions of Section 1.2 hereof with respect to Impounds, for the payment of such premiums), and with mortgagee, loss payable, and waiver of subrogation clauses satisfactory to

the Mortgagee, and non-cancellation or modification clauses providing for not less than 30 days' prior written notice to the Mortgagee, attached thereto in favor of the Mortgagee, its successors and assigns. The Mortgagor agrees that any loss paid to the Mortgagee under any of such policies shall be applied, at the option of the Mortgagee, toward the payment of the Note or any of the Liabilities, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee may elect (which election shall not relieve the Mortgagor of the duty to rebuild or repair). The Mortgagor hereby empowers the Mortgagee, in its discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral; provided, however, that Mortgagor may settle any claim not in excess of Five Thousand and no/100 (\$5,000.00) Dollars directly with any such insurer. Mortgagee shall not by approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, the solvency of any insurance company, or payment or defense of lawsuits, and Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act in respect thereto.

In the event that Mortgagor is entitled to reimbursement out of insurance proceeds or any award held by Mortgagee, such proceeds shall be disbursed from time to time and upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration (with funds or insurances satisfactory to Mortgagee that such funds are available sufficient in addition to the proceeds and insurance or award, to complete the proposed restoration) and of such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of cost and of payment as the Mortgagee may reasonably require and approve; and the Mortgagee may, in any event, require that all plans and specifications for such restoration be submitted to and approved by the Mortgagee prior to commencement of work. At all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of Mortgagee, by or on behalf of Mortgagor for the purpose, shall be at least sufficient in the reasonable judgment of Mortgagee to pay for the cost of completion of the restoration, free and clear of all liens or claims for lien. Mortgagee may require that all funds disbursed pursuant to this paragraph 1.7 shall be disbursed through an escrow of a title insurance company selected by Mortgagee which shall pass on the sufficiency of all liens and waivers. The escrow costs of any such title insurance company shall be included in the cost of reconstruction and paid from such escrow.

1.8 Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation or otherwise pursuant to precise power of eminent domain, the Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which the

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Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith applied by the Mortgagee, as it may elect, to the prepayment of the Note or any other Liabilities, or to the repair and restoration of any property so taken or damaged. The Mortgagor hereby empowers the Mortgagee, in the Mortgagee's absolute discretion without regard to the adequacy of its security, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof.

1.9 Governmental Requirements. Mortgagor will at all times fully comply with, and cause the Collateral and the use, occupancy and condition thereof fully to comply with, all of the following (collectively, "Governmental Requirements"): all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders, decrees and all applicable deed restrictions, of any kind whatsoever (including, without limitation, any applicable securities laws) that apply or relate to the Mortgagor or the Collateral or the use, occupancy and condition thereof, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all certificates, rights, consents, approvals, orders, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to land use and development, landmark preservation, construction, access, water rights and use, noise, health regulations, environmental and pollution regulations and waste product and sewage disposal regulations) which are applicable to the Mortgagor or have been granted for the Collateral or the use thereof. Unless required by applicable law or unless Mortgagee has otherwise first agreed in writing, Mortgagor shall not make or allow any changes to be made in the nature of the occupancy or use of the Premises or any portion thereof for which the Premises or such portion was intended at the time this Mortgage was delivered. Mortgagor shall not initiate or acquiesce in any change in any zoning or other land use classification now or hereafter in effect and affecting the Premises or any part thereof without in each case obtaining Mortgagee's prior written consent thereto.

1.10 No Mechanics' Liens. The Mortgagor will not do or permit to be done any act or thing, whereby any mechanics' lien under the laws of the State of Illinois can arise against or attach to the Premises and Mortgagor shall promptly pay or otherwise discharge any such lien or claim for lien.

1.11 Continuing Priority. The Mortgagor will pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgements or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected lien on and security interest in the Collateral and to provide for payment to the Mortgagee directly of all cash proceeds of the Collateral, with the Mortgagee in possession of the Collateral to the extent it requests; maintain its executive office and principal place of business at all times at the address shown above; keep all of its books and records relating to the Collateral on the Premises or at such address; keep all tangible Collateral on the Real Estate except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder.

1.12 Utilities. The Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Premises.

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1.13 Contract Maintenance; Other Agreements. The Mortgagor will, for the benefit of the Mortgagee, fully and promptly perform each obligation and satisfy each condition imposed on it under any agreement between Mortgagor and a third party relating to the Collateral or the Liabilities secured hereby so that there will be no default thereunder.

1.14 Agreements Affecting the Collateral. The Mortgagor shall keep, observe, perform and comply with all covenants, conditions and restrictions affecting the Premises, any operating agreements or other writings relating to the Collateral, and all leases, instruments and documents relating thereto or evidencing or securing any indebtedness secured thereby.

1.15 No Assignments; Future Leases. The Mortgagor will not cause or permit any Rents, Leases, or other contracts relating to the Premises, or any interest in any thereof, to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee thereto. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (including any renewals or extensions of any leases) or subleased (the foregoing words "lease", "subleased", "renewals", and "extensions" having the same meaning for purposes hereof as they do in the law of landlord and tenant) directly or indirectly to any person, unless approved by Mortgagee, such approval not to be unreasonably withheld. In the event any such lease fails for any reason to contain an attornment provision, no proceeding by the Mortgagee to foreclose this mortgage, or action by way of its entry into possession after any default hereunder, shall in or of itself operate to terminate such lease unless the Mortgagee expressly requests such relief in writing, but the preceding provisions of this Section 1.15 shall never be construed as subordinating this Mortgage to any such lease.

1.16 Financial Reporting. Within 90 days following the expiration of each calendar year, until the Liabilities are paid and satisfied in full, Mortgagor will deliver to Mortgagee, at Mortgagor's expense, a signed annual report relating to the immediately preceding calendar year prepared in accordance with good and customary accounting practices and principles applied on a consistent basis, prepared by a firm of independent certified public accountants acceptable to Mortgagee. The first calendar year shall be the period from and including the date of the Note through and including December 31 of the year in which the Note is dated, and the last calendar year shall be the period from the end of the last preceding calendar year through and including the date on which the Note is paid in full. If the first and/or final calendar year is less than 365 days, appropriate calculations shall be prorated on a daily basis. The Mortgagor will at all times keep and maintain complete and accurate books, accounts and records for the Premises and the Collateral. The Mortgagor agrees to permit the Mortgagee and its agents, contractors or designees, at reasonable times and intervals, to inspect the Premises and also to inspect and audit the Mortgagor's records relating to the Collateral.

1.17 Collections. Until such time, after the occurrence of a Default, as the Mortgagee shall notify the Mortgagor of the revocation of such power and authority, the Mortgagor will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as the Mortgagee may reasonably request, or, in the absence of such request, as the Mortgagor may deem advisable. The Mortgagee may, at any time after the occurrence of a Default, whether before or

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after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Collateral to make payment to the Mortgagee of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby.

1.18 Assignment of Leases and Rents.

A. All of Mortgagor's interest in and rights under any Leases for all or any part of the Premises hereafter entered into, and all of the Rents due thereunder, whether now due, past due, or to become due, and including all prepaid rents and security deposits, are hereby absolutely, presently and unconditionally assigned and conveyed to Mortgagee to be applied by Mortgagee in payment of all sums due under the Note, and of all other sums payable under this Mortgage. Prior to the occurrence of any Default, Mortgagor shall have a license to collect and receive all such Rents, which license shall be terminated at the sole option of Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon Mortgagor, upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment of Rents to Mortgagee nor the exercise by Mortgagee of any of its rights or remedies hereunder shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of Mortgagee or by agreement with Mortgagor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Lease and each guarantor thereof to pay all Rents to Mortgagee without proof of the default relied upon. Mortgagor hereby irrevocably authorized each lessee and guarantor to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rents due or to become due.

B. Mortgagor shall apply the Rents to the payment of all necessary and reasonable operating costs and expenses of the Collateral, debt service on the indebtedness secured hereby, and a reasonable reserve for future expenses, repairs and replacements for the Collateral, before using the Rents for Mortgagor's personal use or any other purpose not for the direct benefit of the Collateral.

C. Mortgagor shall at all times fully perform the obligations of the lessor under all Leases of all or any part of the Premises. Mortgagor shall at any time or from time to time, upon request of Mortgagee, transfer and assign to Mortgagee in such form as may be satisfactory to Mortgagee, Mortgagor's interest in such Leases, subject to and upon the condition, however, that prior to the occurrence of any Default hereunder Mortgagor shall have a license to collect and receive all Rents under such Leases upon accrual, but not prior thereto, as set forth in paragraph A. above.

D. Mortgagee shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Collateral

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through sale, foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Mortgagee. Upon the occurrence of any Default, Mortgagee shall have the right to execute new Leases of any part of the Collateral, including Leases that extend beyond the term of this Mortgage. Mortgagee shall have the authority, as Mortgagor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Collateral.

1.19 Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations under any Lease, mortgage, deed of trust, assignment of leases, or other instrument or document now or hereafter affecting all or any part of the Premises (including payment of expenses of foreclosure and court costs), the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the rate applicable after Maturity as provided in the Note, shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default.

1.20 Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum due under any provision of law or any instrument or document creating any lien prior or superior to the lien of this Mortgage, the Mortgagee shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities.

II. DEFAULT; REMEDIES

The Mortgagor, the Trustee and the Mortgagee hereby agree further as follows:

2.1 Defaults; Acceleration. The occurrence of any of the following shall constitute a "Default" under this Deed of Trust: (a) any failure of the Mortgagor timely to make any payment or prepayment of any kind whatsoever due under the Note or hereunder on the date due which is not cured within thirty (30) days following written notice thereof to Mortgagor; (b) any other default or event of default under any one or more of the Note or the Debt Papers other than this Deed of Trust; (c) any default or breach by the Mortgagor under or with respect to, or the failure of the Mortgagor timely and properly to perform, any of the Mortgagor's obligations under this Deed of Trust other than as described in another clause of this Section 1, and the continuation thereof uncured for thirty (30) days after notice to the Mortgagor; (d) the dissolution, termination, bankruptcy, insolvency, reorganization or arrangement of Mortgagor, or the institution of any legal proceeding in which the relief requested includes a declaration of any of the foregoing (which, in the case of an involuntary proceeding not instituted, consented to or acquiesced in by the Mortgagor, is not dismissed with prejudice within 60 days of its first having been filed); (e) damage to, or the destruction of, all or any substantial part of the Premises which is not fully covered by insurance proceeds in the process

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of collection (which process shall commence within a reasonable period, not to exceed fifteen days, after the occurrence of such damage or destruction); (f) the commencement of proceedings (which proceedings are not dismissed with prejudice within 90 days of their first having been filed) for the condemnation, or the taking by eminent domain, of all or any substantial part of the Premises; (g) any other event or occurrence which any other provision of this Deed of Trust expressly states is to constitute a Default; or (h) the death or incompetency of Lawrence K. Spino and the failure of Mortgagor to make payment in full of all amounts due under the Note or hereunder within sixty (60) days after the date of death or incompetency of Lawrence K. Spino. With respect to any event or occurrence which constitutes a Default hereunder solely by reason of its constituting a default under a document or instrument other than this Deed of Trust, to the extent (if any) that such other document or instrument provides a grace or cure period with respect to such default, the same grace or cure period, and only such period, shall apply with respect thereto under this Deed of Trust. Upon the occurrence of any Default, the entire indebtedness evidenced by the Note and all other liabilities, together with interest thereon at the rate applicable after maturity as provided in the Note shall, at the option of the Mortgagee, notwithstanding any provisions thereof and without demand or notice of any kind to the Mortgagor or to any other person become and be immediately due and payable.

2.2 Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Note or any other Security Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee and/or Trustee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Note or the Security Documents or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

2.3 Possession of Premises. The Mortgagor hereby waives all right to the possession, income, and rents of the Premises and after the occurrence of any Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of the Mortgagee in its sole discretion, to a reduction of such of the Liabilities in such order as the Mortgagee may elect. The Mortgagee is also hereby granted full and complete authority to enter upon the Premises, and to preserve and protect the Collateral, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall be Liabilities hereunder.

(a) **Foreclosure.** Upon default or when the indebtedness hereby secured shall become due whether by acceleration of otherwise, Mortgagee or Trustee shall have the right to foreclose

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the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Mortgagee for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the Note when paid or incurred by Trustee or in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

Anything herein to the contrary notwithstanding, the Trustee and the Mortgagee shall have and be entitled to exercise any and all rights, remedies and powers, whether or not herein expressly authorized or provided, allowed by the law of the State of Illinois, and all such rights, remedies and powers shall be cumulative and in addition to the rights, remedies and powers hereinabove granted and conferred, and in the event any of the rights, remedies or powers hereinabove granted and conferred shall not be in conformity with the law of the State of Illinois, then the Trustee shall have and be entitled to exercise such rights, remedies and powers allowed, granted or permitted under the law of the State of Illinois for the foreclosure of the lien of this Deed of Trust, or the sale of any of the property subject hereto, the same as if specifically recited and provided herein.

(b) Receiver. Upon the occurrence of any Default, and 15 days after notice to Mortgagor unless within such period the Default shall have been cured, the Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver of the Collateral and the court may appoint a receiver, either before or after sale, without notice and without regard to the solvency or insolvency of the Mortgagor at the time of the application for such receiver and without regard to the then value of the Collateral and the Trustee may be appointed as such receiver. Such receiver shall have full power to collect the Rents, revenues, issues, income and profits from the Premises and all other powers necessary or incidental for the protection, possession, control, management and operation of the Premises. Said receiver shall also have full power and authority, at the expense of the Collateral and of the Mortgagor, to maintain, restore and keep insured the Collateral and to pay all taxes, assessments and other charges arising in connection therewith.

2.4 Leases and Rents.

A. If any Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Deed of Trust or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any

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of the following, to the extent permitted by applicable law: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as beneficiary and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default without notice to the Mortgagor or any other person.

B. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities.

2.5 No Liability of Mortgagee. Notwithstanding anything contained herein, neither the Trustee nor the Mortgagee shall be obligated to perform or discharge, and neither of them undertakes to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the leases, under any contract for sale or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Trustee and the Mortgagee harmless of and from; any and all liabilities, losses or damages which the Trustee or the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against it by

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reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. Neither the Trustee nor the Mortgagee shall have any responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against the Trustee or the Mortgagee in its exercise of the powers herein granted to it, and the Mortgagor expressly waives and releases any such liability. Should the Trustee or the Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Trustee and the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

III. G E N E R A L

3.1 Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other person (except any person expressly released in writing by the Mortgagee) for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any person: release any person liable for the payment or performance of any of the Liabilities; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Note, or any of the Liabilities; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Collateral or other property securing any or all of the Liabilities; make releases of any portion of the Premises or the other Collateral; consent to the making of any map or plat of the Premises; consent to the creation of a condominium regime on all or any part of the Premises, or to the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

3.2 Loan-Related Expenses; Indemnification by Mortgagor.

(a) Mortgagor shall be solely responsible for, and Mortgagor shall promptly pay or cause to be paid, when due, directly to the persons, companies, firms, governmental offices or other entities which are due said sums, all costs and expenses of any kind whatsoever (including, without limitation, the fees and expenses of the Mortgagee's general outside legal counsel and its local Texas counsel) incurred by the Mortgagee in connection with negotiating, documenting, making, disbursing or administering the Loan and the Debt Papers; and all such fees and expenses shall be included within the definition of the "Liabilities" for all purposes of this Mortgage and shall be secured hereby.

(b) The Mortgagor agrees to pay to the Mortgagee, upon demand (with interest at the post-maturity rate as provided in the Note from the time of demand until paid in full), all costs and expenses of any kind whatsoever (including, without limitation, the fees and expenses of the Mortgagee's legal counsel) paid or incurred by the Mortgagee in connection with collecting or enforcing the Loan and the Debt Paper;s; and all such costs and expenses shall be included within the definition

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of the "Liabilities" for all purposes of this Mortgage and shall be secured hereby.

(c) The Mortgagor agrees to indemnify the Mortgagee and hold the Mortgagee harmless from and against all losses, damages, costs, expenses and claims of any kind whatsoever (including, without limitation, attorneys' fees) which the Mortgagee may pay or incur in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party, which suit or proceeding does or may affect all or any portion of the Collateral, or the value, use or operation thereof, or this Mortgage or the validity, enforceability, lien, priority or value hereof or of any of the Liabilities or indebtedness secured hereby, except the foregoing shall not apply in any suit by Mortgagor against Mortgagee for failure to perform any obligation of Mortgagee under the Debt Papers in which suit Mortgagor prevails.

(d) Mortgagor hereby indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, or release from the Premises or the Land of any toxic or hazardous material occurring on or after the date hereof (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning, any toxic or hazardous material).

3.3 Security Agreement; Fixture Filing. This Mortgage is to be filed in the real estate records as a mortgage and as a financing statement. For purposes hereof, the Mortgagor is the Debtor and the Mortgagee is the Secured Party. This Mortgage, to the extent that it conveys or otherwise deals with personal property or items of personal property which are or may become fixtures, shall also be construed as a security agreement and fixture filing under the Uniform Commercial Code as in effect in the State in which the Premises are located, with the Mortgagor as Debtors (with their respective addresses as set forth above) and with the Mortgagee as Secured Party (with its address as set forth above).

3.4 Defeasance. Upon full payment of all indebtedness secured hereby and full performance and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when (in addition to the foregoing) the Mortgagee has no further obligation to make any advance under the Debt Papers or otherwise, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall in due course be delivered by the Trustee to the Mortgagor at the Mortgagee's expense.

3.5 Notices. Each notice, demand or other communication in connection with this Mortgage shall be in writing and shall be deemed to be given to and served upon the addressee thereof (i) upon actual delivery to such addressee at its address set out above, or (ii) on the third business day after the deposit thereof in the United States mails, certified mail, first-class postage prepaid, addressed to such addressee at its address set out above, and with a copy to, in the case of communications to

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Mortgagee, Sachnoff Weaver & Rubenstein, Ltd., 30 South Wacker Drive, Suite 2900, Chicago, Illinois, 60606, (Attn: Karl W. Krause) and with a copy to, in case of communications to Mortgagor, Brian W. Carey, Esq., 27th Floor, 201 N. Wells Street, Chicago, Illinois 60606. By notice complying with this Section, any party may from time to time designate a different address as its address for the purpose of the receipt of notices hereunder.

3.6 Successors; The Mortgagor; Gender. All provisions hereof shall inure to and bind the parties and their respective successors, vendees and assigns; provided, however, that the foregoing shall not in any way limit, restrict or modify the provisions of Section 1.4 above. The word "Mortgagor" shall include all persons claiming under or through the Mortgagor and all persons liable for the payment or performance of any of the Liabilities whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

3.7 Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

3.8 No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

3.9 No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless set out in a writing signed by the Mortgagee.

3.10 Governing Law. This Mortgage has been executed and delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. The Section headings used herein are for convenience of reference only, and shall not be deemed to be a part of this Mortgage or be considered in the interpretation or construction thereof.

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3.11 Waiver. The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, redemption and marshalling statutes, laws or equities now or hereafter existing, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

3.12 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee or the Trustee acquire any additional or other interests in or to the Premises or the ownership thereof, than, unless a contrary intent is manifested by the Mortgagee or the Trustee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

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

3.14 Successor Trustee. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

3.15 Counterparts. This Mortgage may be executed or accepted in any number of counterparts, and each such counterpart shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. The undersigned hereby waives any notice of the execution or non-execution of this

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Mortgage or any counterpart hereof or acceptance hereof by Trustee or Mortgagee.

WITNESS the hand and seal of the Mortgagor, on the day and year first above written, pursuant to proper authority duly granted.

Spino Enterprises, Inc., an Illinois corporation

By: [Signature]
President

Attest: [Signature]
Secretary

Identification No. 724724

CHICAGO TITLE AND TRUST COMPANY, Trustee

By: [Signature]

~~ASST. SECRETARY~~

This instrument prepared by and upon recordation to be returned to

Scott D. Gudmundson, Esq.
Suite 2900
30 S. Wacker Drive
Chicago, Illinois 60606

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, the undersigned, a notary public in and for said County, in the State aforesaid DO HEREBY CERTIFY THAT Lawrence H. Spink, the President of Spink Enterprises, Inc., an Illinois corporation, and Dorian W. Brey, the Incorporator of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Incorporator they signed and delivered the said instrument pursuant to proper authority, as their free and voluntary act, and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial this 23rd day of June, 1988.
[Signature]
Notary Public

[Seal]

My Commission expires:

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EXHIBIT A 830 274

Lot 9 in Block 9 in E. L. Brainerds Subdivision of Blocks
1 to 16 in Telford Burnhams Subdivision (except Blocks 1 and
8 thereof) of the West 1/2 of the Northwest 1/4 of Section
5, Township 37 North, Range 14, East of the Third Principal
Meridian, in Cook County, Illinois.

8940 S Loomis Chicago

811 25-05-119-022

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10/1/2014