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MORTGAGE

\$33.00

THIS MORTGAGE ("Mortgage"), dated October 10, 1989, is from AMALGAMATED TRUST & SAVINGS BANK (the "Trustee"), not personally but as Trustee under Trust Agreement dated February 3, 1975, and known as Trust No. 2808 (the "Trust") (hereinafter referred to as the "Borrower") to LASALLE BANK LAKE VIEW (the "Lender"), an Illinois banking corporation, 3201 North Ashland Avenue, Chicago, Illinois 60657:

Lender is the owner and holder of a note (the "Note") of even date herewith, at interest and payable as stated therein and which matures November 1, 1994, evidencing the indebtedness of the Borrower to the Lender under a loan (the "Loan") in the principal amount of EIGHT HUNDRED SEVENTY THOUSAND AND NO/100 (\$870,000.00) DOLLARS.

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

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

The real estate is commonly known as 1243-49 Judson Avenue, Evanston, Illinois.

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A. The Borrower shall operate and maintain the Mortgaged Premises as required by Law and in good repair, working order and condition, and make as when necessary all repairs, renewals, and replacements, structural and non-structural, exterior and interior, ordinary and extraordinary.

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

4. Maintenance of Mortgaged Premises.

The Borrower will timely pay all general and special taxes, assesses-
ments and any other charges levied on, or assessed, placed or made
against, the Mortgagor's premises or on account of the use or operation
thereof (collectively referred to herein as the "Imposessions") and, in
addition, the Borrower shall deliver to Lender evidence satisfactory to Lender that
debtors secured by this Mortgage, shall bear interest from the date of
payment at the default rate specified in Paragraph 14 below ("Default
Rate") and shall become liable for attorney fees and owing to the Lender. Within
10 days after the last day for payment of each Imposition without penalty
such Imposition has been paid.

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

2. Title to the Mortgaged Premises.

All indebtedness, covenants and agreements due or in favor of Lender under this Mortgage, the Note, the Loan Documents and the Other Liabilities, shall be duly and timely paid, performed and observed.

1. Payment and Performance.

BORROWER REPRESENTS TO AND COVENANTS AND AGREES WITH THE LENDER AS FOLLOWS:

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Buillarder's Risk, Worker's Compensation and Contractual Liability.
ably required by the Lender, and, in any event, if and when any contractor
tion work for any part of the Mortgaged Premises commences, coverages for

(v) Such other insurance as from time may be reason-

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

(vi) Rent or business interruption insurance in amounts suf-
ficient to pay, for a one (1) year period, all amounts required to be
paid pursuant to the Note and the Mortgage;

(vii) Comprehensive Public Liability Insurance against any and
all claims (and the costs and expenses of defending the same) for person-
al injury, death and property damage occurring upon or in or about the
premises (and the cost of repairing any damage resulting from the
same) resulting from time to time; than an amount of not less than
\$1,000,000.00;

(a) heretofore delivered) of the Mortgaged Premises, as determined from
hereby, or (b) one hundred percent (100%) of the "full insurable value"
ance resulting outstandng from time to time of the undebtedness secured
any event, in amounts than the greater of (a) the principal bal-
becoming a co-insurer under the terms of the applicable policies but, in
each case in amounts at all times sufficient to prevent the Lender from
politics with "all risks" and "differences in conditions" endorsements, in
cluding but not limited to risks insured against extended coverage
against in the area in which the Mortgaged Premises are located, and in-
gaged Premises by fire and such other risks as are customary liability insurance
(i) Casualty Insurance against loss of or damage to the Mort-

tual replacement cost (excluding costs of excavations, foundations and
footings) which are deductible for physical depreciation;

A. The Borrower shall maintain or cause to be maintained, and
shall timely pay all premiums (hereinafter, "insurance premium"), for
the following insurance coverage ("insurance premium"), for
reasonable requirements of the Mortgaged Premises, such Personality and that
providing that Borrower promptly replace or the business conducted thereon,
operation of the Mortgaged Premises or the business conducted thereon,
inefficient, obsolete, wornout, unfit for use or no longer useful in the
long thereafter (which, in the reasonable judgment of the Borrower, becomes
out the prior written consent of the Lender, remove and dispose of any of
the so-called "personality" (with the right to retain any proceeds result-

C. The Borrower may, from time to time, in its discretion and with-
to such replacements as held by Borrower and free and clear of all liens
provided that Borrower promptly replace such Personality and that
operation of the Mortgaged Premises or the business conducted thereon,
inefficient, obsolete, wornout, unfit for use or no longer useful in the
long thereafter (which, in the reasonable judgment of the Borrower, becomes
out the prior written consent of the Lender, remove and dispose of any of
the so-called "personality" (with the right to retain any proceeds result-

5. Insurance.

and encumbrances.

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

F. On all insurance policies of the character described in clauses (i), (ii) and (iv) of subparagraph 5A above, Lender shall be named as the mortgagor in a standard mortgage clause, and as an additional payee where appropriate in a standard mortgage clause, and such insurance as Borrower and Lender as that it insures the benefit of the loss of the Mortgagor's life or damage to the property of the Mortgagor and Lender by the Borrower or any other person, and such insurance as the Borrower and Lender may desire to take out to insure the benefit of the loss of the Mortgagor's life or damage to the property of the Mortgagor and Lender by the Borrower or any other person.

D. As political parties of such insurance shall include a provision re-
quiring that the coverage evidenced thereby shall not become terminated
or materially modified without thirty (30) days prior written notice to
the Lender. None of such insurance may be provided for any "ban-
ket policy" carried by the Borrower, unless lender is furnished with
statutory proof that such policy complies in all respects with
provisions of the Partnership Act and that the use thereof and its at least
equal to the coverage which would be provided under a separate policy
shall not be reduced or diminished by the use thereof and is at least
coverings only the mortgaged premises.

C. If the Borrower shall fail to keep the Mortgaged Premises in accordance with the requirements of this Paragraph 5, the Lender shall have the right, at its option and in addition to any other remedies it has in accordance with the Default Rate and shall immediately be due and owing to the Lender.

B. The Borrower may effect for its own account any insurance not required under the provisos of subparagraph 5A above, but any insurance not effected by the Borrower on the Mortgaged Premises, whether or not re-quired under the Mortgagor's title, shall be for the benefit of the Lender and shall not affect the Borrower's interest in the Mortgaged Premises, as the latter interests may appear, and shall be subject to the provisos of this Mortgage.

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

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

D. Borrower shall have the option in case of damage or destruction to all, or substantially all, of the Mortgaged Premises, to prepay the remaining balance of the Note together with accrued interest at the same rate of interest as the Note, together with all costs of removal and carriage to Lender's office, plus reasonable attorney's fees.

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

A. In case of any damage to or destruction of the Mortgaged Premises or any part thereof from any cause whatsoever, other than a "taking" as defined and provided for in Paragraph 10 below, the Borrower shall promptly give written notice thereto to the Lender, the Borrower shall be liable and responsible for all expenses incurred by the Lender in repairing such damage or destruction or removing debris therefrom, and the Borrower shall be liable for all costs and expenses of the Lender in connection therewith, including reasonable attorney's fees and costs of suit, if any, and the Lender may sue for the same in its name or in the name of the Borrower.

6. Damage or Destruction.

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A. This Mortgage is and will be maintained as a valid first mortgage on the Mortgaged Premises. The Borrower will not directly or indirectly create or suffer or permit to stand against the Mortgaged Premises except to protect the rents, issues and profits thereof, or any portion thereof, or against the charge supererior to, or on any lien, security interest, encumbrance or charge upon a part of the Mortgagage; provided, however, that nothing heretofore contained shall require the Borrower to pay any impossible obligations to the Lien of this Mortgagage, due and payable without penalty, or prevent the Borrower from contesting the validity of any instrument or proceeding in which the provisions of Paragraph 23 below.

9. Priority of Lender's Lien; After-Acquired Property.

8. Prohibited Transfer or Financing.

The Borrower will protect, indemnify, defend and hold harmless the Lender from and against all liabilities, causes of action, damages, penalties, reasonable attorney's fees and expenses (including, without limitation, reasonable attorney's fees and expenses), imposed upon or incurred by or asserted against the Lender, as a result of (a) ownership of the Mortgaged Premises or any interest therein or receipt of any rent or other sum therefrom, (b) any accident, injury to or death of persons or other damage to property occupying it, on or about the Mortgaged Premises or any part thereof or any use, non-use or conduct of the Mortgagor in connection therewith, (c) any adjacent area, (d) any failure on the part of the Mortgagor to perform any of the terms of this Mortgage, or (e) the performance of any labor or services or furnishing of any materials or equipment with any of the terms of this Mortgage.

7. Indemnification.

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B. In the event of a taking of all (or substantially all), hereinafter referred to as "all") of the mortgaged premises, or a taking of less than all of the mortgaged premises, if the same are not susceptible to restoration, the condemnation proceeds shall be paid to Lender and applied, at its option, to payment of the mortgage indebtedness, in which event no payment shall be due.

A. The term "Taking" as used herein shall mean a taking of all or part of the Mortgaged Premises under the power of condemnation or eminent domain. Lender may, at its option, appear in any proceeding or action for such taking. Borrower shall not adjust or compromise any claim for award of other proceeds of a taking without written consent thereto and without first notifying the Lender of the proposed base date thirty (30) days prior to the taking. Lender may, after notice to the Borrower, withhold payment of expenses for which it has been charged, and award other proceeds, after allowance for expenses incurred in connection therewith, are hereinafter referred to as "Condemnation Proceeds".

10. Condemnation.

E. If any action or proceeding shall be threatened or instituted to recover possession of the mortgaged premises or any part thereof or to accomplish any other purpose which would materially affect this mortgage or the mortgaged premises, including a "taking" as defined in Paragraph 10 below, Borrower will immediately notify Lender and pay to Lender true copies of all notices, processes, pleadings, except those delivered to Lender, received by Borrower with respect to such action or proceeding.

D. All property of every kind acquired by the Borrower after the date hereof which, by the terms hereof, is retained or intended to be subject to the law of this Mortgagor shall, immediately upon the acquisition thereof, become without any further mortgage, conveyance, assignment or transfer, the property of the Borrower and without any further mortgage, conveyance, assignment or transfer of such property to the Borrower, and the Borrower shall have the sole and exclusive right to dispose of the same in any manner and for any purpose, and the Borrower shall be liable to the Mortgagor for all taxes, assessments, charges, expenses, costs and fees of every kind and character which may be levied, imposed, exacted or collected against the same.

C. In no event shall Borrower do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which, or the non-doing of, would impair the security of this Mortgage. The omission to do which, would impair the security of this Mortgage, or the non-doing of which, would impair the security of this Mortgage, or the doing of which, would impair the security of this Mortgage, or the non-doing of which, would impair the security of this Mortgage.

B. Subject to the rights granted as to "Permitted Contests", under Paragraph 23 below, the Borrower will keep and maintain the Mortgaged Premises free from all liens for monies due and payable to persons upon laying labor or services for and providing materials used in the construction, modification, repair or replacement of the Mortgaged Premises, except for services for monies due and payable to persons under any such lien as shall be filed against the Mortgaged Premises, the Borrower shall cause the same to be discharged promptly after the Borrower has notice thereof, or at its option, may connect the same pur-

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

13. Taxes on Mortgage or Note.

The Borrower shall cause to be prepared and delivered to Lender, all reasonably detailed by an appraiser acceptable accounting officer as being complete and correct, (a) annual operating statements for the Mortgaged premises and persons and (b) any guarantor of the Note and each beneficiary under the Escrow Agreement of any instrumentality (60) days after the end of each calendar year, and (c) annual financial statements of any corporation or partnership which has been created or organized during the period covered by the statement.

The Boxtrower shall at all times cause to be kept and maintained books of record and account and the data in support thereof (collective-ly, the "books"), relating to the mortgaged premises and the use and op-eration thereof, which books shall at all reasonable times be open to the inspection of Lender or its designee. The books shall contain true and correct entries made in accordance with generally accepted accounting principles.

12. Books and Records; Financial Statements.

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

11. Right to Inspect.

D. If any Event of Default then exists or shall occur, any Condition narration proceeds in the hands of Lender or to which Lender is entitled may be retained by Lender and, at its option, applied in payment of any indebtedness secured hereby. Any amount remaining following such disposition shall be paid to Borrower.

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fault" under the Note; or

(6) Any other event which, as defined therein, is an "Event of De-

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

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

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

(2) Subject to the rights granted under Paragraph 23 below, a default in the payment of any impostation when the same becomes due and payable, which default remains uncured for a period of fifteen (15) days after notice thereof; or

(1) A default in the payment, when the same or any part thereof becomes due and payable, (a) of any amount, including principal or interest, interest, (b) of any amount due under any note, contract, agreement, or instrument, or any other obligation, which may be due at any time before or after the date of this mortgage, or for any other purpose, and (c) of any amount due under any other instrument, or for any other purpose, which may be due at any time before or after the date of this mortgage, or for any other purpose.

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

14. Events of Default; Acceleration.

ly, on this Mortgagor or on the Note, Borrower shall immediately pay same when due; but if Borrower is prohibited by law from paying, or remits -
when Lender for the payment of such tax, then, at the option of Lender
and upon sixty (60) days notice thereof, such event shall be treated as
if it were an additional "Event of Default" under Paragraph 14 below,
except that no prepayment premium shall be due nor shall the maturity of
the Other Labilities be accelerated by reason thereof.

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(2) Enclose upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings and all other proceedings and any removal of Borrower and all other persons and any other party thereto, Lender shall be under no liability for or by reason of such earnings, income, rents, issues, and proceeds accruing while held, operate, manage, and lease the same and receive all from, and may hold, operate, manage, and lease any and all property therefrom removed Borrower and all other persons and any otherwise, and part thereof by force, summary proceedings and all otherwise, and except that any amount so received shall be applied as hereinafter provided in this Paragraph; and

by power of sale, or any statute expressly amending the foregoing; now or hereafter in effect which authorizes the enforcement of a mortgage in accordance with the provisions of any statute of the State of Illinois be exercised by law, the exercise of this power of sale by Lender shall be as Lender may, in its reasonable discretion, deem appropriate or as may immediately or future delivery, and for such price and on such other terms upon Borrower, for cash, on credit or in exchange for other property, for thereof, at any private sale or at public auction, with or without demand to time any part, of the Mortgaged Premises, or any interest in any part thereto, at any event of Detach, assignment, and delivery the whole or from time and thereafter until, absent, Lender may, at any time, at

A. If an Event of Default shall occur, Lender may, at any time, at its election and to the extent permitted by law, and upon written notice, cause to Borrower;

15. Rights, Powers and Remedies of Lender.

C. After any Event of Default and without further notice, Lender may institute, or cause to be instituted, any proceedings or legal actions, including foreclosure proceedings or realization on or in respect of its rights under this Mortgage, the Note and the Loan Documents, in respect to any Event of Default shall be immediate and payable, for the realization of all reasonable costs, expenses and attorney's fees incurred by or on behalf of Lender which invokes the foregoing right of acceleration, all which or by Borrower, with interest at such rate racher than the Default Rate, said portion which expressly provides for a different post-maturity rate, said portion of the Note (herein, the "Default Rate"), except that, as to any portion of the Note other than the Default Rate, is evidenced by an instrument of record or otherwise, and shall bear interest at a per annum rate equal to the then applicable post-maturity rate of the Note (herein, the "Default Rate"), except that, as to any amount payable under the Loan Documents and the other Liabilities, shall become payable under the Loan Documents and the other Liabilities, all other sums due thereunder or hereunder hereby, including all amounts payable under this Agreement or payment thereunder, and a sum equal to the then applicable prepayment premium thereunder, and of the Lender, the unpaid principal balance and accrued interest under the Note, and remains uncured for a period of thirty (30) days after notice thereof, or observance of any covenant or agreement of this Mortgage and which remains uncured for a period of thirty (30) days after notice thereof.

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

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C. Lender may remand in proceedings of the Mortgaged Premises from and after any foreclosure action and during any period of redemption if not held in valid), Lender shall incur no liability for, nor shall Borrower assert any claim, set-off or recoupment as a result of, any action taken while Lender is in possession of the Mortgaged Premises, except only for Lender's own gross negligence or willful misconduct. In the event no foreclosure procedure is commenced, Lender may remain in possession as long as an event of default exists.

D. In order to facilitate Lender's exercise of the rights, powers and remedies granted above, Borrower hereby irrevocably appoints Lender its true and lawful attorney to act in its name and stead for the purpose of effectuating any sale, arbitrament, transfer or delivery authorized above, whether pursuant to power of sale or otherwise and to execute any other power which may be expressly granted in such sale, arbitration, transfer or delivery by every person having power to do so. Any power so granted may be exercised by Lender or any purchaser or assignee of such power or by Lender's attorney-in-fact, if requested by Lender and delivered to Borrower or such purchaser or assignee or to any transferee of such power.

E. Lender may remand in proceedings of the Mortgaged Premises from and after any foreclosure action and during any period of redemption if not held in valid), Lender shall incur no liability for, nor shall Borrower assert any claim, set-off or recoupment as a result of, any action taken while Lender is in possession of the Mortgaged Premises, except only for Lender's own gross negligence or willful misconduct. In the event no foreclosure procedure is commenced, Lender may remain in possession as long as an event of default exists.

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

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

B. In the event the right to accelerate the indebtedness is exercised hereby or to foreclose the mortgage has accrued to Lender, whether the central trustee has been accelerated or whether foreclosure proceedings have been commenced, Lender may, without order of Court, notice to or demand upon Borrower, take possession of the Mortgaged Premises, should default proceedings be instituted, Borrower hereby conveys to the servitor of the Mortgaged Premises, Lender shall have the following powers:

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

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Each right, power and remedy of Lender now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power and remedy provided for in this Mortgage, and no law or instrument shall be construed to affect the same.

16. Rights are cumulative.

P. BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF BORROWER, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR ON TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. FURTHER, BORROWER HEREBY WAIVES THE BENEFIT OF ALL APPRAISEMENT, VALUATION, STAY OR EXTENSIION LAWS, AND ANY REMEDY IN LIEU OF ALL LIQUIDATION RIGHTS OF MORTGAGOR IN THE EVENT OF ANY SALE HEREUNDER OF THE MORTGAGED PREMISES OR SHALILING IN THE IMFL, NOW OR HEREAFTER IN FORCE, AND ALL RIGHTS OF MARCH 15-1602 OF THE IMFL, AS PROVIDED SECTION SEVEN OF THE MORTGAGE.

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

Second: At the time of escatinding, any indebtedness secured by the Mortgagor and at the time due and payable, other than the indebtedness with respect to the Note at the time of escatinding;

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

under judicial proceedings or of tender shall be sufficient discharge to the purchaser for the purchase money and such purchaser shall not be responsible for the proper application thereof.

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Wherever used in this Mortgage, unless the context clearly indicates otherwise, intent or unless otherwise specifically provided herein; the term "Borrower" shall, in addition to the Aforeasid Trustee, be deemed to mean and include (a) Any subsequent owner of the Mortgaged Premises, (b) each present or subsequent beneficiary under the Aforeasid Trust and each general partner of any partnership benefitting and each agent, (c) each general partner of any partnership benefitting and each agent, (d) each general partner of any partnership benefitting and each agent.

"Other Labels" and "Loan Documents".

21. Definitions of "Borrower", "Lender"

If Borrower shall pay the principal, interest and premium, if any, due under the Note in accordance with the terms thereof, and if Borrower shall payable hereunder and shall comply with all other terms hereof and of the Note, the Loan Documents and the Other Liabilities, then shall Mortgagor and the estate and rights hereby created shall be released from all obligations under this Note.

20. Defeasance.

19. Further Assurance.

No delay or failure by Lender to insist upon the strict performance of any proviso hereof or of the Note or to exercise any right, power or remedy provided for herein or therein as a consequence of any default hereunder, and no acceptance of any payment of the principal or interest or of any other sum due hereunder, shall constitute a waiver of any subsequent default.

18. NO Native by Lender.

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

Compromise of Actions.

The exercise of a right, power or remedy shall not preclude the stimulus-
eous or later exercise of any other right, power or remedy, and, except
as otherwise expressly provided for herein, notice by tender of such ex-
ercise is not required to be given.

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C. Lender shall have no duty or responsibility to apply the deposit toward, or to mitigate as to the validity of accuracy of, any Impossibilities of insurance premium; however, if Borrower is not then in default under this Mortgagage, and upon its request and presentation of the proper bills or notices thereafter, Lender shall cause to be paid from and to the extent of the deposits then on hand.

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

A. Unless otherwise agreed in writing, Borrower shall pay Lender monthly such sums ("deposits") as Lender shall from time to time require for the purpose of accumulating (at least sixty (60) days in advance of each of the due dates thereof) amounts sufficient to cover payment of the impositions, and of the premiums for the insurance required under Paragraph 5 above, due hereafter from time to time.

25. Tax and Insurance Premium Details.

This Mortgage may not be encumbered, modified, or terminated except pursuant to written agreement between Lender and Borrower.

24. Amendment.

Borrower, at its expense, may contest by appropriate legal proceeding
lings cordicited in good faith and which due diligence, the amount of valid-
lity or application, in whole or in part, of any imposition or lien there-
for or the validity of any lien or other instrument of record affecting
the Mortgaged premises or any part thereof, provided that (a) neither the
Mortgaged premises nor any part thereof or interest therein would be in
any danger of being sold, forfeited or lost, (b) neither Borrower nor
Lender would be in any danger of being compelled to sell, (c) Borrower
has set aside on its books adequate reserves with respect thereto and shall
have furnished such security, if any, as may be required in the proceed-
ings or as may be reasonable, required by Lender.

23. Permitted contests.

The Trustee has been duly authorized and directed by all of the beneficiaries and holders of power of direction under the aforesaid Trust Agreement to execute and deliver this Mortgage.

22. Authorization By Beneficiaries.

owner of more than twenty-five percent (25%) of the outstanding stock of any corporate beneficiary, and (d) each maker, and any present or subsequent guarantor, of the Note; the term "Lender" shall be deemed to also include any subsequent holder of the Note; the term "Other Liabilities" and "Loan Documents" shall have those meanings as are set forth in the Note.

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29. Debt Service Coverage Ratio: At all times during the term of the loan, Borrower shall maintain a "Debt Service Coverage Ratio" of at least 1.20. As used herein, the term "Debt Service Coverage Ratio" means the quotient derived when "Net Operating Income" (as defined) is divided by the sum of all operating expenses (including principal, interest, taxes, insurance, maintenance, repairs, depreciation, and reserves for replacement of equipment and betterments) plus all non-interest bearing debt service. The term "Net Operating Income" for any period of time means the gross revenues from all sources less all operating expenses except principal and interest payments on all debts, including the debt service ratio. The term "Debt Service Coverage Ratio" means the ratio of Net Operating Income to all non-interest bearing debt service.

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

28. Indebtedness Secured hereby.

Leender shall not be liable to any party for services performed or obligations due in connection with the loan. Leender shall not be liable for any debts or claims accruing in favor of any party to Leender under any provision of this mortgage or otherwise.

27. Detective by Lender.

If any litigation or proceedings (including, but not limited to, foreclosure, probate or bankruptcy proceedings) with respect to the Lender's rights, security interest, intercessor or Lien (collectively, "Rights") in, to or under this Note, the Lender may, at its option, require the Borrower to pay all sums due and payable by Borrower, with interest at the default rate, and are secured hereby.

26. Expenses of Litigation and Preparation therefore.

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E. Borrower will protect, indemnify, defend and hold harmless the Lender & its directors, officers, employees, agents, contractors, attorney-

D. Lender shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any environmental law and the Borrower hereby agrees to pay any attorney fees thereby incurred by the Lender in connection therewith;

(3) Any occurrence or condition on any real property affecting or in the vicinity of the mortgaged premises that could cause the mortgaged premises or any part thereof to be subject to any restriction on the ownership, occupancy, transference or use of the mortgaged premises under any environmental law;

(2) all claims made or threatened by any third party against the Borrower or the Mortgagor or any other party relating to any losses or injury resulting from any hazardous substance; and

(1) Any proceeding of authority by a governmental authority, whether local, state or federal, with respect to the premises or the migration thereof from or to other property;

C. Bottowser shall give written notice to the Lender immediately upon Bottowser's discovery of any of the following:

B. Borrower shall keep and maintain the Mortgaged Premises in compliance with, and shall not cause or permit the Mortgaged Premises to be in violation of any "Environmental Law" (as defined herein), or allow any other person or entity to do so;

A. ~~RELEASER WILL NOT USE, GENERATE, MANUFACTURE, PRODUCE, STORE,~~ ~~TRANSPORT, OR DISPOSE OF OR, UNDER OR ABOUT THE MORTGAGED PREMISES, ANY "HAZARDOUS SUBSTANCES", OR TRAVERSE TO OR FROM THE MORTGAGED PREMISES ANY APPROPRIATE STATEUTORY OR REGULATORY LIMITS, OR ALLOW ANY OTHER PERSON OR ENTITY TO DO SO;~~

30. Environmental Matters. The Borrower further represents to and covenants and agrees with the Lender as follows:

From any and all sources and in any way, manner or respect relating to and/or arrearsing from the Mortgaged Premises and/or the operation thereof (including, but not limited to, rental and leasehold income), expenses relating to imbursements, service income, parking income, concession income and other operating income), adjusted by deducting (b) normal and customary operating expenses attributable to the Mortgaged Premises, including and main tenance expense of cleaning and janitorial service and supplies, maintenance fees (if any incurred), leasing commissions, costs of utilities, management fees and taxes and insurance payments of principal or interest (other than the Debt Service Payment), but excluding debt expenses, partnership or corporate distributions, capital expenditures, and local or federal income taxes, and the Debt Service Payment.

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G. Without the Lennder's prior written consent, which shall not be unreasonably withheld, Borrower shall not take any remedial action in response to the presence of any Hazardous Substance on, under, or about the Premises unless such action is necessary to prevent further aggregation of such substance, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Substance claim, or settle any remedial action, without the prior written consent of the Lennder.

and all losses, damage, cost, expense or liability, incurred by way of li-
abilities, other recoverable expenses, and damages from and against any
and all losses, damage, cost, expense or liability, incurred by way of li-
abilities, and not limited to attorney's fees and court
costs, directly or indirectly arising out of attributable to the use,
generation, manufacture, production, storage, release, treatment re-
lease, or presence of hazardous substance on, under
or about the Mortgaged Premises, (1) all
forseeable consequences of Hazardous Substance on, under
or beyond reasonable cleanup damages and (2) the costs of any re-
cessary repair, cleanup or detoxification of any closure, remedial or ne-
cessary preparation and implementation of any closure, remedial or other re-
covery plans. The obligations of the Borrower under this Paragraph shall
survive any release, satisfaction or extinguishment of this
Mortgage and/or the Lien hereof.

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A. Upon Lender's request, Borrower shall confess in writing to Lender, or its designee, the amount then due hereunder and under the Note.

31. Additional Agreements of Bottower.

(d) Any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) dieldrin, heptachlor, heptachlor epoxide, (v) lead, (vi) radioactive materials, or (vii) explosive; or (vii) radioactive materials.

(b) Those substances listed in the United States Department of Transportation Table (40 CFR 172.010 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(c) Such other substances, materials and wastes which are become regulated under applicable local, state or federal laws, or which are classified as hazardous or toxic under local, state, or federal laws or regulations; and

(a) those substances which in the definitions of any one or more of the terms "hazardous substances", "hazardous materials", "toxic substances", and "solid waste" in CERCLA, RCRA, EPA, and the Hazardous Materials Transportation Act as amended, 49 U.S.C. Section 1801 et seq., and in the regulations promulgated pursuant to said laws or under any other applicable state law;

(2) "Hazardous Substance" means:

H. For purposes of the Within Paragraph, the following terms shall have the meanings as set forth below:

obtaining the Lennder's consent before taking such action, provided that in such event the Borrower shall notify the Lennder as soon as practicable of any action so taken. Lennder agrees not to withhold its consent, when such action is required hereunder, if either (1) party takes such action consistent with its agreement, or (2) the Borrower is ordered by a court of competent jurisdiction, or (3) the Lennder is liable to the reasonable alternative satisfaction of the Lennder that there is no reasonable alternative alternative to such remedial action.

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K. The Lender is hereby subrogated to any mortgage (or other) interest which is discharged, in whole or in part, by the proceeds of the Loan.

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

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

H. All terms and provisions of the Note are hereby incorporated by the Lender, in its sole discretion, shall prevail.

that's Mortgage and any provisions of the Note, the provisions dealing with the Lender by reference; in the event of a conflict between any provisions dealing with the Lender, in its sole discretion, shall prevail.

G. The Borrower certifies that the Loan is an example of transaction under the Truth-in-Lending Act, 15 U.S.C. Section 1601 et seq., and constitutes a substantive loan under the provisions of Chapter 17, Paragraph 6404 of the Illinois Revised Statute.

F. This Mortgage is delivered and executed at Chicago, Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Actions to all disputes and claims hereunder shall, at Lender's option, be commenced in, or transferred to, such Department, and shall be governed by and construed in accordance with the laws of the United States of America.

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

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

C. This Mortgage shall be binding upon Borrower and its successors and assigns, and all persons claiming under or through Borrower or any assignee, and shall be enforceable by Lender and its successors and assigns.

B. If the time for payment of part or all of the indebtedness is curtailed or replaced, or if any security for the Note be renewed, modified, hereby be extended at any time or times, if the Note be renewed, power and all other parties now or hereafter liable for payment of part or all of such indebtedness or interest in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacement and releases, and the liability and the benefit of and be entitled to all of such indebtedness or interest in the Mortgaged Premises shall remain in full force, the right of recourse against all such parties being reserved by Lender.

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under or, any other obligor,
shall not apply to, nor limit or affect the liability hereunder or there-
any remedy available under the Loan Documents. The foregoing exception of
ment of the lien hereby or thereto created; and (b) the enforcement of
gaged premises and the rents, issues and profits thereof, by the enforce-
Note or this Mortgagor; (a) the assets of the Trustee, including the Mort-
more of the following for the payment of the indebtedness due under the
the event of a default hereunder or otherwise, look solely to any one or
cessors are the concurred, the Lender and the holder of the Note shall, in
far as the trustee, its bankrolling association or corporation and its suc-
(either expressed or implied) contained in this Mortgagor or the Note. So
payable under this Mortgagor or the Note, or to the party or any covenant
any interest that may accrue thereon or any fee or charge that may become
liability on the trustee, in its individual capacity, to pay the Note or
Mortgagor, notwithstanding contained herein shall be construed as creating any
hereby made that it possesses full power and authority to execute this
such Trustee and not in its individual capacity. Other than the warranty
afforementioned Trustee of the executory conveyance upon it as
33. **Exculpatory of Trustee.** This Mortgagor is executed by the

Any such notice shall be deemed given as of: (a) the date when personally
delivered, or (b) the second business day following the date of the mail-
ing thereof by certified mail with postage prepaid and return receipt re-
quested. Rejection of or failure to accept a notice, or the inability to
deliver same because of an address change of which no notice was given,
shall be deemed to constitute notice to the party or the trustee sent,
unless otherwise specified in the note of which no notice was given,
any interest that may accrue thereon or any fee or charge that may become
liable upon the Lender shall be valid only if made upon one of its
officers.

Attn: Commercial Real Estate Department
3201 North Ashland Avenue
LASALLE BANK LAKEVIEW
Chicago, Illinois 60657

If to Lender:

Attn: Land Trust Department
1839 North Lincoln
Chicago, Illinois 60014

If to Borrower:

Attn: Land Trust Department
100 South State Street
Trust No. 2808
AMALGAMATED TRUST & SAVINGS BANK

If to Borrower:

Any notice, demand or other communication intended to be given pur-
suant to the terms hereof (collectively, "notice") shall be in writing
and shall be delivered by personal service or mailed to the following
addresses of such other addresses within the United States as the party to
receive such notice designates to the other parties by written
notice;

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COURT RECORDS
COOK COUNTY, ILLINOIS

26 PM 3:39

JOHN J. TURNER
LAW OFFICES OF VICTOR J. CACCIAFORTE
527 South Wells Street
Chicago, Illinois 60607

Prepared by, and to be MAILED NO:

OCT 25 1989 Attest:
[Signature]

By
[Signature]

AMALGAMATED TRUST & SAVINGS BANK, not
personally but as Trustee as beforestated

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

#4. Levitt

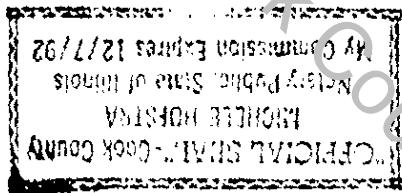
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Property of Cook County Clerk's Office
COMMENCEMENT EXPENSES:

EDWARD C. SWIEGARD BEATRICE SPARGA
on behalf of the AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation,
the 25th day of April, 1989.
The foregoing instrument was acknowledged before me
VICE PRESIDENT, All Security
day, trustee, on this
NOTARY PUBLIC
MICHIGAN SHAW - Cook County
NOTARY PUBLIC, State of Illinois
My Commission Expires 12/7/92



THE STATE OF ILLINOIS
COOK COUNTY

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Common Address: 1243-49 Judson Avenue, Evanston, Illinois
Permitment Index Number: 11-19-202-001
MERIDIAN, IN COOK COUNTY, ILLINOIS.
LOTS 22, 23, AND 24 IN BLOCK 74 IN VILLAGE OF EVANSTON IN SECTION 7,
18, AND 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL

LEGAL DESCRIPTION

EXHIBIT A