

LF0424 10/30/85 1918

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24-14-423-042 AFFECTS LOT 20

24-14-423-043 AFFECTS LOT 19

24-14-423-041 AFFECTS LOT 21

24-14-423-039 AFFECTS LOT 23

24-14-423-038 AFFECTS LOT 24

24-14-423-037 AFFECTS LOT 25

Chicago, Illinois 60601

Suite 1800

203 North LaSalle Street

Livingston Fairbank, Jr., Esq.

Rudnick & Wolfe

3200-3216 West 111th Street

Chicago, Illinois

THIS INSTRUMENT PREPARED BY ADDRESS OF THE PREMISES:

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether

(the "improvements");

TOGETHER WITH all buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagee and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures, or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagee, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagee in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagee or on its behalf

THE LAND located in the State of Illinois and legally described in Exhibit "A" attached hereto and made a part hereof (the "Land");

NOW, THEREFORE, to secure the payment of the principal indebtedness under the Note and interest and premiums, if any, on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor and effect, and to secure the payment of all other sums which may be at any time due and owing or required to be paid under the Note or this Mortgage or the Loan Documents (as hereinafter defined) (collectively all such sums are sometimes referred to herein as "indebtedness Hereby Secured"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Mortgage and the Note; and to secure performance by Mortgagee under the "Loan Documents", as set forth on Exhibit "B" attached hereto and made a part hereof; and to charge the property, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagee DOES HEREBY GRANT, REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Mortgagee, its successors and assigns forever, the Land (as hereinafter defined) together with the following described property, rights and interests all of which are hereby pledged primarily and referred to herein as the "Premises";

WHEREAS, Mortgagee has executed and delivered to Mortgagee a Mortgage Note interest and payable as set forth in the Note, and due on November 1, 1999.

WITNESSETH:

THIS MORTGAGE (the "Mortgage") made as of the 15 day of November, 1989, by LAKE SHORE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust Agreement dated September 4, 1987 and known as Trust Number 6250 (the "Mortgagee") to ROYAL NEIGHBORS OF AMERICA, a Fraternal Benefit Society licensed to do business in Illinois (the "Mortgagee").

MORTGAGE

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Handwritten signature/initials

Call 227279

72-31-815

Handwritten mark

Handwritten signature

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STATE OF ILLINOIS

CLERK OF THE SUPREME COURT

CLERK OF THE APPELLATE COURT

CLERK OF THE CIRCUIT COURT

CLERK OF THE COUNTY COURT

CLERK OF THE JUDICIAL ADMINISTRATION

CLERK OF THE JUDICIAL TRAINING CENTER

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CLERK OF THE SUPREME COURT

CLERK OF THE APPELLATE COURT

CLERK OF THE CIRCUIT COURT

CLERK OF THE COUNTY COURT

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Note and in the Loan Documents provided to be performed and observed by the Mortgagor, then this

TO HAVE AND TO HOLD the Premises, unto the Mortgagee, its successors and assigns, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined, subject only to Permitted Encumbrances described on Exhibit C attached hereto and made a part hereof; the Mortgagor hereby RELINQUISHING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State in which the Premises are located.

TOGETHER WITH all proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances herefor, and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the indebtedness Hereby Secured, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured.

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the improvements or the operation thereof, including, but without limitation, any and all air conditioners, antennae, apparatuses, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnishings, furniture, hardware, heaters, humidifiers, including, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution herefor, whether or not the same are or shall be attached to the Land or the improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Land or the improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the indebtedness Hereby Secured; notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 15 hereof; and

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured, provided, however, that permission is hereby given to Mortgagor so long as no Default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not more than one (1) month in advance thereof;

now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

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B. Contest of Mechanic's Liens Claims. Notwithstanding the foregoing prohibition against Mechanic's Liens against the Premises, Mortgagor, or any party obligated to Mortgagor to do so, may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge thereof during the pendency of such contest, provided (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanic's Lien; (ii) that, within thirty (30) days after Mortgagor has been notified of the filing of such Mechanic's Lien, Mortgagor shall have notified Mortgagor in writing of Mortgagor's intention to contest such Mechanic's Lien or to cause such other party to contest such Mechanic's Lien; and (iii) that Mortgagor shall have obtained a title insurance endorsement over such Mechanic's Lien insuring Mortgagor against loss or damage by reason of the existence of such Mechanic's Liens or Mortgagor shall have deposited or caused to be deposited with Mortgagor at such place as Mortgagor may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of Mortgagor

A. Prohibition. Subject to the provisions of Paragraph B hereof, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises (which liens are herein defined as "Mechanic's Liens") and excepting only the lien of real estate taxes and assessments not due or delinquent, any liens and encumbrances of Mortgagor, and any other lien or encumbrance expressly permitted by Mortgagor in writing.

3. Liens.

1. Payment of Indebtedness and Performance of Covenants. Mortgagor shall (a) pay when due the Indebtedness Hereby Secured; and (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Loan Documents.
2. Maintenance, Repair, Compliance with Law, Use, Etc. Mortgagor shall (a) promptly repair, restore, replace or rebuild any portion of the improvements which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and repair, free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time, any building or buildings or other improvements now or at any time in the process of erection upon the Premises; (e) comply with all requirements of statutes, ordinances, rules, regulations, orders, decrees and other requirements of law relating to the Premises or any part thereof by any federal, state or local authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the improvements or any portion thereof; (g) comply with any restrictions and covenants of record with respect to the Premises and the use thereof; and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (h) cause the Premises to be managed in a competent and professional manner. Without the prior written consent of Mortgagor, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law or ordinance or except as permitted or required to be made by the terms of any Leases approved by Mortgagor; (ii) change in the intended use or occupancy of the Premises for which the improvements were constructed, including without limitation any change which would increase the risk of any fire or other hazard; (iii) change in the identity of the person or firm responsible for managing the Premises; (iv) zoning reclassification with respect to the Premises; (v) unlawful use of, or nuisance to exist upon, the Premises; or (vi) granting of any easements, licenses, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Mortgagor.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

Mortgage and the estate, right and interest of Mortgagor in the Premises shall cease and become void and of no effect, but shall otherwise remain in full force and effect.

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in the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as hereinabove provided, Mortgagor may, at its option, apply the money as deposited in payment of, or on account of, such Taxes, together with all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Mortgagor shall forthwith, upon demand, either deposit with

whenever, in Mortgagor's judgment, such increase is advisable. Tax, increasing such amount to cover additional penalties and interest amount sufficient, in Mortgagor's judgment, to pay in full such contested and interest that might become due thereon, and shall keep on deposit an amount sufficient to pay in full such contested Tax and all penalties deposited with Mortgagor pursuant to Paragraph 8 hereof, is sufficient, in any, to Mortgagor that, when added to the monies or other security, if any, designated in the Note, a sum of money or other security acceptable designate and in the absence of such designation then at the place of payment designated in the Note, as Mortgagor may from time to time in writing Mortgagor, at such place as Mortgagor has deposited or caused to be deposited with

(c) Mortgagor has notified Mortgagor in writing of the intention of Mortgagor to contest the same or to cause the same to be contested before any Tax has been increased by any interest, penalties, or costs; and (a) such contest shall have the effect of preventing the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

(b) Contest. Mortgagor may, in good faith and with reasonable diligence, contest or cause to be contested the validity or amount of any such Taxes, provided that:

A. Payment. Mortgagor shall pay or cause to be paid when due and before any penalties attach, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof, all herein generally called "Taxes", whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagor receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by Mortgagor.

4. Taxes and Liens.

A. Payment. Mortgagor shall pay or cause to be paid when due and before any penalties attach, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof, all herein generally called "Taxes", whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagor receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by Mortgagor.

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7. Insurance Policies. All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Mortgagee. All Insurance Policies insuring against

tion of "Insurance Policies" set forth herein. Mortgagee may, at any time and in its sole discretion upon written notice to Mortgages, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the defini-

(e) The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

(d) If the Federal Insurance Administration (FIA) has designated the Premises to be in a special flood hazard area and designated the community in which the Premises are located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available; and

(c) Rental or business interruption insurance in amounts sufficient to pay, for a period of up to twelve (12) months, all amounts required to be paid by Mortgagee pursuant to the Note and this Mortgage;

(b) Comprehensive public liability against death, bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000);

(a) All-Risk Casualty Insurance, issued by insurance companies acceptable to Mortgagee, against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all improvements, fixtures and equipment from time to time on the Premises and if required by Mortgagee, bearing a replacement cost and an agreed amount endorsement, being understood and agreed that such policies shall be issued by Class IX or larger companies rated A or A+ in the Best's Casualty Insurance Report published next preceding the issuance of such policies;

6. Insurance Coverage. Mortgagee will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagee or the Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Mortgagee shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any taxes required to be paid by the Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the indebtedness hereby secured or Mortgagee, then, and in any such event, Mortgagee, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, and Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagee is unlawful; in which event the indebtedness hereby secured shall at Mortgagee's option be due and payable within ninety (90) days after written demand by Mortgagee to Mortgagee, without payment of any prepayment premium. Nothing in this Paragraph 5 shall require Mortgagee to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagee pursuant hereto.

Mortgagee a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Mortgagee has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Mortgagee. Provided that Mortgagee is not then in default hereunder, Mortgagee shall, if so requested in writing by Mortgagee, after final disposition of such contest and upon Mortgagee's delivery to Mortgagee of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon. Any surplus shall be paid to Mortgagee.

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(d) Notwithstanding anything herein contained to the contrary, Mortgagee, or its successors and assigns, shall not be liable for any failure to apply the Tax and Insurance Deposits unless Mortgagee, while no Default exists hereunder, shall have requested Mortgagee in writing to make application of such Deposits on hand to the payment of the Taxes or Premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

(c) Upon a Default under this Mortgage, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagee. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured and shall be held by Mortgagee irrevocably to be applied for the purposes or control of Mortgagee.

(b) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagee of the bills therefor, pay the Taxes and Premiums or will, upon the presentation of receipted bills therefor, reimburse Mortgagee for such payments made by Mortgagee. Mortgagee shall have no duty to inquire into the validity or accuracy of any such bill. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Mortgagee shall pay to Mortgagee on demand the amount necessary to make up the deficiency.

(a) Mortgagee shall deposit with Mortgagee or its designated agent, on the same day of each month that interest and principal payments are due under the Note an amount equal to one-twelfth (1/12) of the Taxes and Premiums therefor to become due upon the Premises between one and thirteen months after the date of such deposit; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes and Premiums to become due and payable within thirteen months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums, one month prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's estimate as to the amount of Taxes and Premiums. Mortgagee shall promptly upon the demand of Mortgagee make additional Tax and Insurance Deposits as Mortgagee may from time to time require due to (i) failure of Mortgagee to require, or failure of Mortgagee to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, (iii) the particular due dates and amounts of Taxes and/or Premiums, or (iv) application of the Tax and Insurance Deposits pursuant to Paragraph (c) hereof. Additionally, upon the execution hereof, Mortgagee shall deposit with Mortgagee, as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one month thereafter. All Tax and Insurance Deposits shall be held by Mortgagee without any allowance of interest thereon.

8. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and premiums payable with respect to all Insurance Policies ("Policies"), as and when the same shall become due and payable:

casualty, rent loss and business interruption and other appropriate policies shall include non-contributing mortgage endorsements in favor of and with loss payable to Mortgagee, as well as standard waiver of subrogation endorsements, shall provide that the coverage shall not be terminated or materially modified without ten (10) days' advance written notice to Mortgagee and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Mortgagee will deliver all Insurance Policies premium prepaid, to Mortgagee and, in case of Insurance Policies about to expire, Mortgagee will deliver renewal or replacement policies not less than thirty (30) days prior to the date of expiration. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagee concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases may, if in conformity with the requirements of this Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortgagee's obligation to provide the insurance coverages provided by those Insurance Policies.

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11. Disbursement of Insurance and Condemnation Proceeds. In the event of any such damage or destruction or condemnation to the Premises as provided in Sections 9 and 10 hereof, unless, by virtue of such damage, destruction or condemnation, the Premises cannot be reasonably restored to substantially the same condition as existed prior to such damage, destruction or condemnation, the Mortgagee shall restore the Premises to such condition prior to such condemnation or damage or destruction, and any proceeds in excess of the cost of such restoration or damage or destruction, shall be applied to the last maturing installments of the Note, irrespective of whether such installments are due and payable, without application of a prepayment premium, or (ii) delivered to Mortgagee. In the event of such condemnation or damage or destruction and Mortgagee fails to commence restoration of the Premises within 90 days of such condemnation, damage or destruction, as required by this Section, then the entire remaining principal balance of the Note, plus accrued interest but without prepayment premium, if any, shall at the option of Mortgagee become due and payable in full. In the event that, by virtue of any damage, destruction or condemnation, the Premises cannot be reasonably restored to substantially the same condition as existed prior to such damage, destruction or condemnation, then the entire remaining principal balance, plus accrued interest, but without prepayment premium or penalty, shall at the option of Mortgagee become due and payable in full. Any excess of such insurance or condemnation proceeds remaining after payment in full of the

10. Condemnation. Mortgagee shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain against the Premises and hereby assigns, transfers and sets over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the name of Mortgagee, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied in accordance with Section 11 hereof.

9. Damage to or Destruction of the Premises. Mortgagee shall give Mortgagee prompt notice of any damage to or destruction of the Premises or any part thereof, and in case of loss covered by policies of insurance, Mortgagee (whether before or after foreclosure sale) is hereby authorized, at its option and without the consent of Mortgagee, to settle and adjust any claim arising out of such policies and collect and receive for the proceeds payable therefrom, provided, that Mortgagee may itself adjust and collect for any losses arising out of a single occurrence aggregating not in excess of \$25,000. Any expense incurred by Mortgagee in the adjustment and collection of insurance proceeds (including without limitation the cost of any independent appraisal of the loss or damage on behalf of Mortgagee) shall be reimbursed to Mortgagee first out of any proceeds. The remaining proceeds or any part thereof shall be applied in accordance with Section 11 hereof.

Notwithstanding any of the provisions of this Paragraph 8, Mortgagee shall not be required to make deposits for Taxes and Premiums provided (i) Mortgagee promptly pays all Taxes and Premiums when due and provides Mortgagee with evidence of payment; (ii) all payments of principal and interest due under the Note are promptly and punctually made; (iii) there exists no Default under this Mortgage, the Note, or the Loan Documents; and (iv) the lease with Bond Drug Company of Illinois, dated January 29, 1988 and the lease with William J. Wienke, Sr. and Raymond M. Wienke, dated November 1, 1988 each remain in full force and effect. Upon the violation of any of the immediately preceding conditions, Mortgagee shall have the right at its option to require deposits for Taxes and Premiums, and upon demand by Mortgagee, Mortgagee shall immediately deposit with Mortgagee the amount which, except for the waiver herein provided, would have been deposited with Mortgagee pursuant to the provisions of this Paragraph 8. Thereafter Mortgagee shall have no obligation to reinstate the waiver of such deposits.

(e) The provisions of this Mortgage are for the benefit of Mortgagee and Mortgagee alone. No provision of this Mortgage shall be construed as creating in any party other than Mortgagee and Mortgagee any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of Taxes and Premiums. Mortgagee shall have no obligation or duty to any third party to collect Tax and Insurance Deposits.

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principal, accrued interest and prepayment penalty, if any, on the Note and all other indebtedness Hereby Secured shall be the property of Mortgagee.

In the event Mortgagee repairs and restores the Premises as provided above, Mortgagee shall make the insurance or condemnation proceeds available to Mortgagee for such restoration and repair, subject to satisfaction of the following conditions:

(a) no uncured default exists under the Note nor any uncured Default then exists under this Mortgage;

(b) such repair and restoration is done under the supervision of an architect acceptable to Mortgagee, according to plans and specifications approved by Mortgagee;

(c) such restoration and repair commences promptly after such loss occurs and proceeds in a good and workmanlike manner thereafter;

(d) neither such damage or destruction nor the repair or restoration thereof within the time period set by the contractor therefor shall effect a termination of any of the leases of the Premises or any part thereof;

(e) Mortgagee shall be given reasonably satisfactory proof that the Premises have been fully restored or that such insurance or condemnation proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, except the lien of this Mortgage. In the event such insurance or condemnation proceeds shall be insufficient to repair, restore or rebuild the Premises, prior to commencing such work, Mortgagee shall deposit with Mortgagee funds equaling such deficiency, which, together with the insurance or condemnation proceeds, shall be sufficient to restore, repair and rebuild the Premises; and

(f) Prior to the disbursement of any such proceeds held by the Mortgagee in accordance with the terms of this Section, Mortgagee shall be furnished with a statement of Mortgagee's architect, certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration and rebuilding have been performed to date in conformity with the plans and specifications approved by Mortgagee; and Mortgagee shall be furnished with appropriate evidence of payment for labor or material furnished to the Premises and total or partial lien waivers substantiating such payments, and in the event of any disbursement made prior to completion of all such repairs and restoration, the balance of such proceeds held by Mortgagee shall at all times be sufficient in Mortgagee's estimation to complete the repair, restoration and rebuilding of the Premises;

(g) Mortgagee shall be given a waiver of subrogation from any insurer who claims that no liability exists as to Mortgagee or the then owner or other insured under the policy of insurance in question;

(h) Mortgagee shall deliver construction contracts, sworn construction statements, endorsements to title insurance policies and property and casualty insurance policies, all in form and substance satisfactory to Mortgagee.

If Mortgagee fails to repair and restore the Premises as required by this Section, then Mortgagee may, at its option and upon not less than ten (10) days written notice to Mortgagee, and without waiving any of its rights hereunder:

(i) commence to restore, repair or rebuild the Premises for or on behalf of Mortgagee, and for such purpose, may perform all necessary acts to accomplish such restoration, repair or rebuilding; in the event the insurance or condemnation proceeds shall exceed the amount necessary to complete the repair, restoration or the rebuilding of the Premises, such excess may, at Mortgagee's sole option, be applied to the last maturing installments of the Note irrespective of whether such installments are then due and payable, without application of a prepayment premium, or be returned to Mortgagee; or

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14. Mortgagees' Performance of Mortgagees' Obligations. In case of Default, Mortgagee, either before or after acceleration of the indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of

13. Observance of Lease Assignment. Mortgagee expressly covenants and agrees that if Mortgagee, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in said Lease, on its part to be performed or fulfilled at the times and in the manner in said Lease provided; or if Mortgagee shall cancel, terminate, amend, modify or void any of the Leases without Mortgagee's prior written consent; or if Mortgagee shall suffer or permit to occur any breach or default under the provisions of any assignment of any Lease given as additional security for the payment of the indebtedness Hereby Secured and such default shall constitute a default hereunder then and in any such event, such breach or default shall constitute a default hereunder and at the option of Mortgagee, upon ten (10) days written notice to Mortgagee, the indebtedness Hereby Secured shall become due and payable as in the case of other defaults.

12. Assignment of Rents, Leases and Profits. To further secure the indebtedness Hereby Secured, Mortgagee hereby sells, assigns and transfers unto Mortgagee all of the rents, leases, issues and profits now due and which may hereafter become due under or by virtue of any Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagee or the beneficiary or beneficiaries of Mortgagee or the agents or any of them or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and all avals therunder, to Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee its agent in its name and stead (with or without taking possession of the Premises as provided in Paragraph 19 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, written or oral, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 19 hereof. Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagee. Mortgagee agrees that it will not further assign any portion of the Premises, except to a purchaser or grantee of the Premises permitted under Paragraph 16 hereof. Nothing herein contained shall be construed as constituting Mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 19 hereof. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee. Mortgagee further agrees to assign and transfer to Mortgagee all future Leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default exists under this Mortgagee. From time to time, Mortgagee will furnish Mortgagee with executed copies of each of the Leases and use its best efforts to furnish Mortgagee with escrowed letters from each tenant under each of the Leases, which escrowed letters shall be in a form satisfactory to Mortgagee and shall be delivered within thirty (30) days after Mortgagee's written demand therefor. In the event Mortgagee requires that Mortgagee execute and record a separate Collateral Assignment of Rents or separate assignments of any of the Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgagee and the terms thereof.

(ii) apply all or any part of the insurance or condemnation proceeds on account of the last maturing installments of the Note whether then due or not, without application of a prepayment premium, or return same to the Mortgagee.

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(d) The only persons having any interest in the Premises are Mortgagee and holders of interests, if any, expressly permitted by Mortgagee in writing.

(c) The Collateral will be kept at the Land and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

(b) The Collateral is to be used by Mortgagee solely for business purposes.

(a) Mortgagee (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by Mortgagee in writing.

15. Security Agreement. Mortgagee and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by the Mortgagee (whether deposited by or on behalf of the Mortgagee or anyone else) pursuant to any of the provisions of this Mortgage and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), (which property is hereinafter referred to as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagee's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the indebtedness hereby Secured. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

Mortgagee (whether or not Mortgagee is personally liable therefor) in reasonable form and manner. Mortgagee may, but shall not be required to, complete construction, furnishing and equipment of the improvements and manage the Premises and such improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipment or to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purpose shall be so much additional indebtedness hereby Secured, whether or not the indebtedness hereby Secured, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default, nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

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(h) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between Mortgagor or Mortgagor's beneficiary or beneficiaries, as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor hereunder, including, without limiting the generality of the foregoing, the

(h) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Mortgagor is the record owner of the Premises.

(g) The terms and provisions contained in this Paragraph shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(f) Upon Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral in satisfaction of Mortgagee's obligations, as provided in the Code. Mortgagee may remove the Collateral without removal and may dispose of the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagee at least twenty (20) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least twenty (20) days before the time of the sale or disposition. Mortgagee may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Premises, the Premises including the Collateral to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied against the indebtedness hereby Secured in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(e) No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted by Mortgagee) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee and will do statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the indebtedness hereby Secured, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted by Mortgagee in writing; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

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(a) If any default be made in the due and punctual payment of monies required under the Note, under this Mortgage or under the other Loan Documents, as and when the same is due and payable and any applicable period of

shall occur:

17. Defaults. If one or more of the following events (herein called "Defaults")

in each case whether any such conveyance, sale, lease with option of sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by Mortgagee or any third party, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 16 shall not apply (i) to liens securing the indebtedness Hereby Secured or (ii) to the lien of current taxes and assessments not in default or (iii) transfers of the Premises or the beneficial interest in Mortgagee in any manner whatsoever among Mortgagee's beneficiaries' immediate family members; provided that after any such transfer the Premises are managed by William J. Wienke, Sr. and Raymond M. Wienke or by a corporation controlled by William J. Wienke, Sr. and Raymond M. Wienke.

(d) all or any part of the partnership or joint venture interest, as the case may be, of a partnership Mortgagee or a partnership beneficiary of a trustee Mortgagee;

(c) any shares of capital stock of a corporate Mortgagee, a corporation which is a direct or indirect beneficiary of a trustee Mortgagee, a corporation which is a general partner of a partnership Mortgagee, a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagee or a corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers Automated Quotation System); or

(b) all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagee is acting (other than a transfer of the beneficial interest or power of direction in, to and under such trust among the immediate family members of the families of William J. Wienke, Sr. and Raymond M. Wienke, or trusts created for the benefit of a family member of the immediate families of William J. Wienke, Sr. and Raymond M. Wienke, provided, however, that after such transfer the Premises are managed by William J. Wienke, Sr. and Raymond M. Wienke or by a corporation controlled by them); or

(a) the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof such Obsolete Collateral has been replaced by collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral; or

16. Restrictions on Transfer. Mortgagee shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as hereinafter defined). Upon Mortgagee's approval of any such transfer (which would otherwise be a "Prohibited Transfer"), Mortgagee will pay to Mortgagee at the time of the closing of such transfer an amount equal to two percent (2%) of the then outstanding principal balance of the Note plus Mortgagee's costs in connection with such transfer. Any conveyance, sale, lease with option of sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation for any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted or effected without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer";

present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieu of the rent and moneys payable as the purchase price of the Premises or any part thereof or of awards or claims for money and other sums of money payable or receivable thereunder however payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagee or any lessor is or may become entitled to do under the Leases.

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then Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all indebtedness hereby Secured to be immediately due and payable with interest thereon at the Default Rate, whether or not such Default be thereafter remedied by Mortgagee, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy

(vii) Any order appointing a receiver, trustee or liquidator of Mortgagee or all or a major part of Mortgagee's property or the Premises is not vacated within ninety (90) days following the entry thereof;

(vi) Mortgagee shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

(v) Mortgagee shall be adjudicated a bankrupt;

(iv) All or a substantial part of Mortgagee's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days;

(iii) Within sixty (60) days after the filing against Mortgagee of any involuntary proceeding under the Federal Bankruptcy Act or similar law, state or federal now or hereafter in effect such proceedings shall not have been vacated;

(ii) Mortgagee shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(i) Mortgagee shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect;

(d) If and for the purpose of this Subparagraph 17(d) only, the term "Mortgagee" shall mean and include not only Mortgagee, but also any beneficiary of a trust or partnership Mortgagee or in a partnership which is a beneficiary of a trust or partnership Mortgagee, any owner of more than ten percent (10%) of the stock in a corporate Mortgagee or a corporation which is the beneficiary of a trust or partnership Mortgagee and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the indebtedness hereby Secured or any of the covenants or agreements contained herein;

(c) The occurrence of a Prohibited Transfer:

(b) If any default shall exist for any reason other than the non-payment of money hereunder or under any other document or instrument regulating, evidencing, securing or guaranteeing any of the indebtedness hereby Secured including, but not limited to, any of the Loan Documents in each case after the expiration of any period of grace expressly allowed for the cure of such default in such other document or instrument, or if no express cure period is provided then in each case if such default shall continue for thirty (30) days after notice thereof by Mortgagee to Mortgagee unless such default is incapable of being cured within thirty (30) days and Mortgagee is exercising due diligence to cure the default but in no event shall such period exceed ninety (90) days after the expiration of the initial thirty (30) day period;

grace expressly allowed for the cure of such default in such document shall have expired;

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IN SENATE
JANUARY 11, 1901

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1899

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(d) extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagee, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any

(c) elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Mortgagee's prior written consent;

(b) cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagee to cancel the same;

(a) hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagee;

19. Right of Possession. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagee shall be entitled to be placed in possession of the Premises as provided in the Act and Mortgagee, in its discretion and pursuant to court orders, may enter upon and take and maintain possession of all or any part, of the Premises, together with all documents, books, records, papers, and accounts of Mortgagee or the then owner of the Premises relating thereto, and may exclude Mortgagee, such owner, and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagee or such owner, or in its own name as Mortgagee and under the powers herein granted:

18. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, (the "Act") or any other applicable state or federal laws and to exercise any other remedies of Mortgagee provided in the Note, this Mortgage, the other Loan Documents, or hereof, there shall be allowed and included as additional Indebtedness Hereby Secured by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, or arising from any suit to which Mortgagee is made a party by reason of its interest in the Premises, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceedings arising out of Mortgagee's interest in the Premises or affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any such proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagee with interest thereon at the Default Rate until paid.

provided by this Mortgage, the Note or any other document or instrument relating, evidencing, securing or guaranteeing any of the Indebtedness Hereby Secured, or by law or in equity.

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22. Insurance During Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redemption may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redemtor. In the event of foreclosure sale, Mortgagee is hereby authorized, with- out the consent of Mortgagor, to assign any and all Insurance Policies to the purchaser

21. Foreclosure Sale. Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 18 hereof; Second, all other items which, under the terms hereof, constitute indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the pre- mium if any due under the provisions of the Note; Fifth, to the principal remaining unpaid upon the Note; and lastly, any surplus, any surplus to Mortgagor and his successors or assigns, as their rights may appear.

20. Receiver. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon peti- tion of Mortgagee, and at Mortgagee's sole option, a receiver of the Premises pursuant to the Act. Such appointment may be made either before or after sale, without notice, without regard to insolvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagee except for the intervention of such receiver, would all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

(i) apply the net income, after allowing a reasonable fee for the col- lection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured in such order and manner as Mortgagee shall select.

(e) make all necessary or proper repairs, decoration renewals, replace- ments, alterations, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee, to insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and man- agement thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

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B. Covenants Run With Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of Premises or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagor may, without notice to Mortgagor,

Holder of the Note. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgages and its successors and assigns, whether herein Mortgages is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such holder from time to time of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder of the Note from time to time were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Mortgagor.

25. Successors and Assigns.

24. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgages is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgages. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgages in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. No waiver of or acquiescence in any default under any provision of this Mortgage shall constitute a waiver as to any other default hereunder or as to any continuing or subsequent default under the same provision of this Mortgage unless expressly so provided by Mortgages in writing. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Mortgages by this Mortgage is not required to be given.

23. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of or from Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of the beneficiaries of the trust estate and all other persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgages, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. Mortgagor acknowledges that the Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1719 of the Act.

at the sale, or to take such other steps as Mortgagor may deem advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies without credit or allowance to Mortgagor for prepaid premiums thereon.

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29. Execution of Separate Security Agreements, Financing Statements, Etc.; Stopped Letter. Mortgagee will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagee or hereafter acquired. Without limitation of the foregoing, Mortgagee will assign to Mortgagee, upon request, as further security for the

28. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgagee secures as part of the indebtedness hereby Secured the payment of any and all loan commissions, service charges, liquidated damages, attorney's fees, expenses and advances due to or incurred by Mortgagee in connection with the indebtedness hereby Secured, all in accordance with the Note and this Mortgage; provided, however, that in no event shall the total amount of the indebtedness hereby Secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

27. Environmental Matters. Mortgagee represents that it and the condition of the Premises are currently in compliance with, and covenants and agrees that, it will manage and operate the Premises and will cause each tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations and ordinances relating, without limitation, to air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials including, without limitation, raw materials, products, supplies or wastes. Mortgagee further covenants and agrees that it shall not install or permit to be installed in the Premises asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Mortgagee shall send to Mortgagee within five (5) days of receipt or completion thereof, any report, citation, notice or other writing including, without limitation, hazardous waste disposal manifests, by, to or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. Mortgagee shall remove from the Premises and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Mortgagee, Mortgagee and/or any third party with respect to hazardous or toxic materials. Mortgagee agrees to indemnify, defend with counsel reasonably acceptable to Mortgagee (at Mortgagee's sole cost), and hold Mortgagee harmless against any claim, response or other costs, damages, liability or demand (including without limitation reasonable attorney fees and costs incurred by Mortgagee) arising out of any claimed violation by Mortgagee or existing on the Premises of any of the foregoing laws, rules, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the indebtedness hereby Secured.

26. Effect of Extensions and Amendments. If the payment of the indebtedness hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guarantees herefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guaranteeing the indebtedness hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

Mortgagee's consent to any Prohibited Transfer. Mortgagee will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph 25 shall vary or negate the provisions of Paragraph 16 hereof or be construed as constituting

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37. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

36. Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the indebtedness hereby Secured.

35. Financial Statements and Sales Reports. If required by Mortgagee, Mort- gator will, within ninety (90) days after the end of each fiscal year of Mortgagee, Mort- gator will, within ninety (90) days after the end of each fiscal year of Mortgagee, Mort- gator will, furnish to Mortgagee (financial and operating statements of the Premises for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared and certified in such manner as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mort- gator, require that the same be certified and prepared pursuant to audit by a firm of independent certified public accountants satisfactory to Mortgagee, in which case such accountants shall state whether, during the course of their audit, they discovered or became aware of any information which would lead them to believe that a Default exists. In addition, Mortgagee shall provide Mortgagee with an annual sales report of Bond Drug Company of Illinois, relating to sales on the Premises, within ninety (90) days after the end of each fiscal year of such company.

34. Inspection of Premises and Records. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and docu- ments relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagee shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ten (10) days after demand therefor by Mortgagee, shall permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon.

33. Business Loan. Mortgagee certifies and agrees that the proceeds of the Note will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404, and that the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

32. Governing Law. The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State.

31. Option to Subordinate. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

30. Subrogation. If any part of the indebtedness hereby Secured is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the prior- ity of the same.

defenses exist against the indebtedness hereby Secured. amount due under the Note and under this Mortgage and whether any alleged offsets or obligations with respect thereto. From time to time, Mortgagee will furnish within five (5) days after Mortgagee's request a written and duly acknowledged statement of the mortgage to Mortgagee, but no such assignment shall be construed as a consent by the Mort- gator to Mortgagee, contract, license or permit or to impose upon Mortgagee any per- mits affecting the Premises, such assignments to be made by instruments satisfac- tory to Mortgagee, contracts, licenses and

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38. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party shall be in writing, and shall be deemed given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

(a) If to Mortgagees:

Royal Neighbors of America
230 Sixteenth Street
Rock Island, Illinois 61201
Attention: Investment Department

with a copy to:

Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attention: Robert W. Edler, Esq. and
Livingston Fairbank, Jr., Esq.

(b) If to Mortgagee:

Lake Shore National Bank
605 North Michigan Avenue
Chicago, Illinois 60611
Attention: Land Trust Department

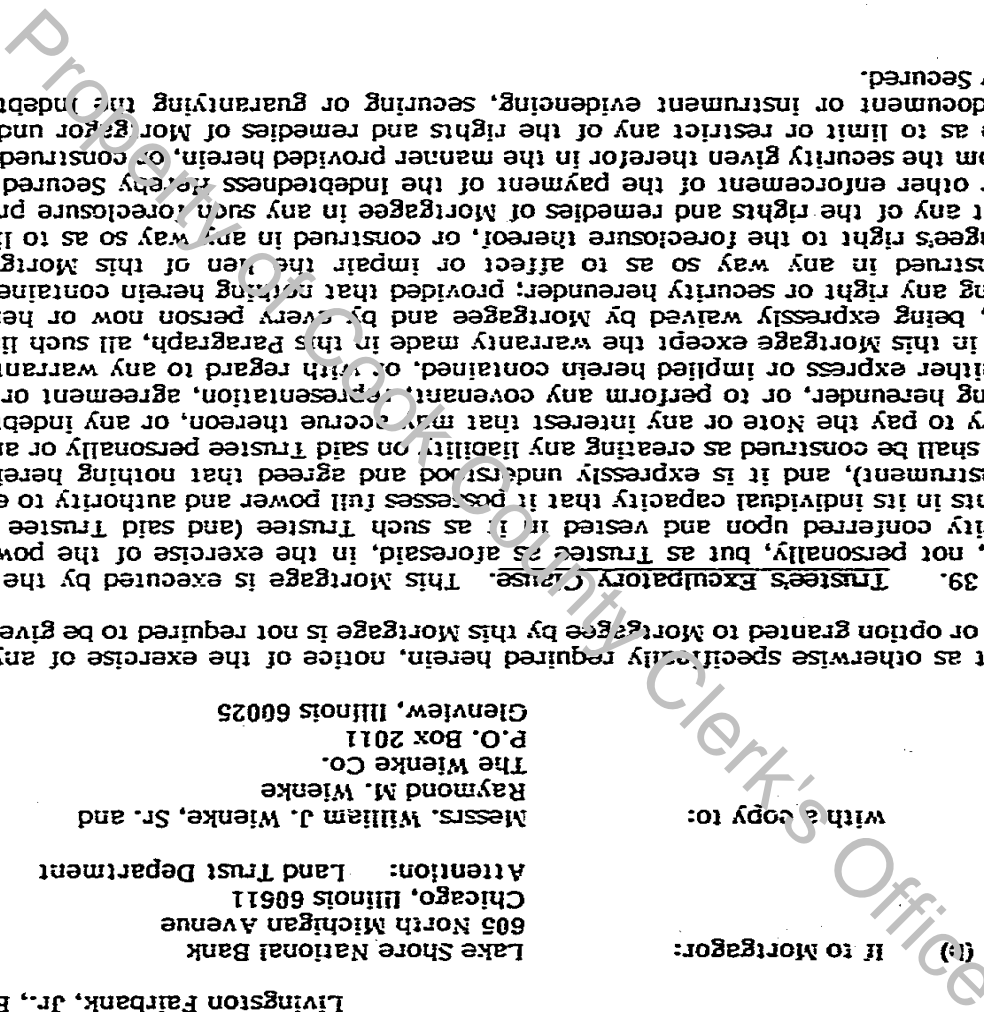
with a copy to:

Messrs. William J. Wienke, Sr. and
Raymond M. Wienke
The Wienke Co.
P.O. Box 2011
Glenview, Illinois 60025

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

39. Trustee's Exculpatory Clause. This Mortgage is executed by the undersigned, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally or any beneficiary to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the indebtedness hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee or under any other document or instrument evidencing, securing or guaranteeing the indebtedness hereby Secured.

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REGISTERED TO: [Illegible]

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
15 NOV 15 PM 2:29

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[Signature]
Title: Trust Administrator

ATTEST:

By:

[Signature]
Title: TRUST ADMINISTRATOR

LAKE SHORE NATIONAL BANK,
not personally, but solely as Trustee as
aforesaid

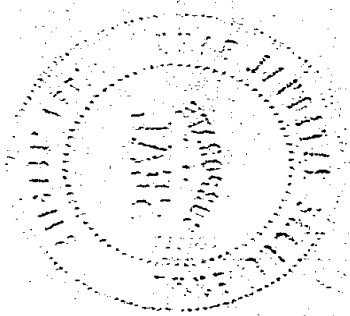
MORTGAGOR:

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed,
sealed and delivered the day and year first above written.

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11/19/2013 10:48:33 AM

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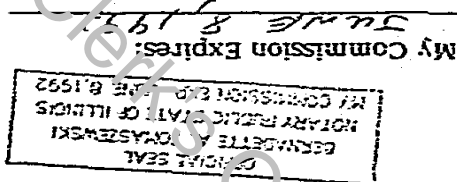


SEARCHED
SERIALIZED
INDEXED
FILED

COOK COUNTY CLERK'S OFFICE
11/19/2013 10:48:33 AM

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Eskwlette A. Tomaszewski
Notary Public

I, ESKWLETTE TOMASZEWSKI, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MARYANNE PATK, a Vice President of Lake Shore National Bank, known to me to be acting not personally but as Trustee under Trust Number 6250, dated September 4, 1987 and EVERLYN D. NEATWITZ, an Assistant Secretary of said Bank, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal, this 15th day of November, A.D., 1989.

TRUST ADMINISTRATION

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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10/10/2019 10:10:19

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COOK COUNTY CLERK
100 N. LAUREL ST. CHICAGO, IL 60602

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A-1

LF0424 10/30/89 1918

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895A4948

LOTS 19 TO 25 BOTH INCLUSIVE IN BLOCK 1 IN GEORGE BRINKMAN'S ADDITION TO MOUNT GREENWOOD, A SUBDIVISION OF BLOCKS 25, 26, 31 AND 32 IN GEORGE W. HILLS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A
TO
MORTGAGE
The Land

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RECORDED IN BOOK 28753

1997

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
100 NORTH WASHINGTON STREET, CHICAGO, ILLINOIS 60602
TELEPHONE: (312) 603-1000
FAX: (312) 603-1001
WWW.COOKCOUNTYCLERK.COM

1997-2000
1997-2000
1997-2000

Property of Cook County

89554949

The term "Loan Documents," as used in this Mortgage, means the following documents and any other documents previously, now, or hereafter given to evidence, secure, guaranty or govern the disbursement of the indebtedness secured by this Mortgage, including any and all extensions, renewals, amendments, modifications, and supplements thereof or thereto:

1. The Note;
2. The following security documents:
 - (a) this Mortgage;
 - (b) a Collateral Assignment of Leases and Rents of even date herewith, executed by Mortgagor and its beneficiaries, assigning to Mortgagee all of the rents, issues, deposits, profits, and awards of, and all leases and other agreements in connection with, the Premises;
 - (c) a Security Agreement of even date herewith, executed by the beneficiaries of Mortgage, collectively as Debtor, in favor of Mortgagee, as Secured Party, granting to Mortgagee a security interest in the Collateral described therein and used or useful in connection with the Premises, together with UCC-1 and UCC-2 Financing Statements reflecting the foregoing;
 - (d) a Collateral Assignment of Beneficial Interest of even date herewith, executed by the beneficiaries of Mortgage assigning to Mortgagee one hundred percent (100%) of the entire beneficial interest and power of direction in, to and under that certain Trust Number 6250 pursuant to which Mortgagor holds title to the Premises; and
 - (e) a Subordination of Master Lease of even date herewith, executed by the beneficiaries of Mortgage, subordinating the lien of the Master Lease to the lien of the Mortgage.

LOAN DOCUMENTS

MORTGAGE

TO

EXHIBIT B

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TRUSTEE REPORT

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COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

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890424

1. Real Estate taxes not yet due and payable.
2. Mortgage dated November _____, 1989 and recorded November _____, 1989 as Document No. _____ made by Mortgagor to secure a Note for \$1,100,000.00.
3. Collateral Assignment of Leases and Rents dated November _____, 1989 and recorded November _____, 1989 as Document No. _____, executed by Mortgagor and William J. Wienke, Sr. and Raymond M. Wienke (collectively "Beneficiary").
4. UCC-1 Financing Statement executed by Mortgagor, as Debtor, and Mortgagee, as Secured Party, recorded as Document No. _____.
5. UCC-1 Financing Statement executed by Beneficiary, as Debtor, and Mortgagee, as Secured Party, recorded as Document No. _____.
6. Lease to Bond Drug Company of Illinois dated January 29, 1989.
7. Lease to John M. Schumacher and Vivian H. Schumacher d/b/a We Care Hair, Inc., dated May 2, 1989.

LIST OF PERMITTED ENCUMBRANCES

EXHIBIT C
TO
MORTGAGE

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January 1, 2019

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE

January 1, 2019

REPORT OF THE COMMISSIONER OF REVENUE
ON THE REVENUE ACCOUNTS FOR THE YEAR ENDING DECEMBER 31, 2018

COMMISSIONER OF REVENUE
JAMES J. HANCOCK
JANUARY 1, 2019