

The real estate is commonly known as 215 West Chicago Avenue, Chicago, Illinois.

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

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

Lender is the owner and holder of a note (the "Note") of even date herewith, at interest and payable as stated therein and which matures January 1, 1991, evidencing the indebtedness of the Borrower and others to the Lender under a loan (the "Loan") in the principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$1,250,000.00) DOLLARS.

THIS MORTGAGE ("Mortgage"), dated December 5, 1989, is from LAKE SIDE BANK, not personally but as Trustee (the "Trustee") under Trust Agreement dated November 15, 1989, and known as Trust No. 10-1429 (the "Trust") (hereinafter referred to as the "Borrower") to LAKE SIDE BANK (the "Lender"), an Illinois banking corporation, 2268 South King Drive, Chicago, Illinois 60616;

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

A. The Borrower shall operate and maintain the Mortgaged Premises as required by law and in good repair, working order and condition, and make as and when necessary all repairs, renewals, and replacements, structural and non-structural, exterior and interior, ordinary and extraordinary. The Borrower shall not cause, permit or suffer an impairment or diminishment of the value of, or the commission of waste in or about, the Mortgaged Premises. Borrower shall not remove or demolish, or alter or change the structural character of, any improvement now or hereafter on the Mortgaged Premises without the prior written consent of the Lender, except as provided in subparagraphs 4B and 4C below.

4. Maintenance of Mortgaged Premises, Changes and Alterations.

Subject to the rights granted as to "permitted contests" under Paragraph 22 below, the Borrower will timely pay all general and special taxes, assessments and any other charges levied on, or assessed, placed or made against, the Mortgaged Premises or on account of the use or operation thereof (collectively referred to herein as the "impositions") and, in default thereof, the Lender may, at its option, pay the same. Any sums paid by Lender on account of impositions shall constitute additional indebtedness secured by this mortgage, shall bear interest from the date of payment at the default rate described in Paragraph 14B below ("Default Rate") and shall become immediately due and owing to the Lender. Within thirty (30) days after the last day for payment of each imposition with-out penalty, Borrower shall deliver to Lender evidence satisfactory to Lender that such imposition has been paid.

3. Taxes and other Impositions.

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

2. Title to the Mortgaged Premises.

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

1. Payment and Performance.

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



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B. The Borrower may effect for its own account any insurance not required under the provisions of subparagraph 5A above, but any insurance effected by the Borrower on the Mortgaged Premises, whether or not required under this Mortgage, shall be for the benefit of the Lender and the Borrower, as their interests may appear, and shall be subject to the provisions of this Mortgage.

C. If the Borrower shall fail to keep the Mortgaged Premises insured in accordance with the requirements of this Paragraph 5, the Lender shall have the right, at its option and in addition to any other remedies available to it under this Mortgage, to provide for such insurance and pay the premiums thereof, and any amounts paid thereof by the Lender shall constitute additional indebtedness secured by this Mortgage, shall bear interest at the Default Rate and shall immediately be due and owing to the Lender.

D. All policies of such insurance shall include a provision requiring that the coverage evidenced thereby shall not become terminated (whether because of cancellation, expiration of stated term, failure to renew, or otherwise) or materially modified without thirty (30) days prior written notice to the Lender. None of such insurance may be provided for under any "blanket policy" carried by the Borrower, unless Lender is furnished with satisfactory proof that such policy complies in all respects with the provisions of this Paragraph, and that the coverage provided thereunder shall not be reduced or diminished by the use thereof and is at least equal to the coverage which would be provided under a separate policy covering only the Mortgaged Premises.

E. The Borrower shall deliver to the Lender the originals (or certified copies with a "material change" endorsement) of all insurance policies, or certificates of coverage under blanket policies, including renewal or replacement policies and, in the case of insurance about to expire, shall deliver renewal or replacement policies or certificates as to the insurance thereof, or certificates in case of blanket policies, not less than thirty (30) days prior to their respective dates of expiration.

F. On all insurance policies of the character described in clauses (1), (3) and (5) of subparagraph 5A above, Lender shall be named as the mortgagee in a standard mortgage clause, and as an additional payee where appropriate, and such insurance shall be for the benefit of the Borrower and the Lender as their interests may appear. Any loss or damage ("Loss") to the Mortgaged Premises not exceeding One Hundred Thousand Dollars (\$100,000.00) may be adjusted by the Borrower alone; any loss which exceeds that amount shall be adjusted by both Borrower and Lender; in any event, the insurance proceeds for all losses shall be paid to Lender alone, and not to Borrower and Lender jointly. All such insurance proceeds shall be applied in accordance with Paragraph 6 below, and any amounts not so applied shall be paid to the Borrower.

G. On all insurance policies of the character described in clause (2) of subparagraph 5A above, Lender shall be named as an additional insured thereunder.

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A. This mortgage is and will be maintained as a valid first mortgage on the mortgaged premises. The borrower will not directly or indirectly create or suffer or permit to stand against the mortgaged premises or any portion thereof, or against the rents, issues and profits thereof, any lien, security interest, encumbrance or charge superior to, or on a parity with, the lien of this mortgage; provided, however, that nothing herein contained shall require the borrower to pay any impositions prior to the last day on which the same shall become due and payable without penalty, or prevent the borrower from contesting the validity of any impositions in accordance with the provisions of Paragraph 22 below.

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

Borrower shall not, without the prior written consent of the Lender and whether voluntarily or by operation of law (except when resulting from the death of any interested party), cause, attempt or agree to cause, suffer or permit any of the following (hereinafter, a "prohibited transfer") to occur with respect to all or any portion of (a) the mortgaged premises or the rents, issues or profits thereof, (b) the legal or equitable title thereto, (c) the beneficial interest under the aforesaid trust, and (d) the interest of each general partner of any partnership, and of each shareholder of any business corporation, which holds any portion of said beneficial interest: a sale, installment sale, conveyance, assignment, collateral assignment, mortgage, pledge, hypothecation or other transfer or encumbrance, and including a lease, or similar transaction, the terms of which are substantially equivalent to a sale subject to the mortgage.

8. Prohibited Transfer or Financing.

The borrower will protect, indemnify, defend and hold harmless the Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Lender, as a result of (a) ownership of the mortgaged premises or any interest therein or receipt of any rent or other sum therefrom, (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the mortgaged premises or any part thereof or on adjoining sidewalks, curbs, vaults, vault space, adjacent parking areas or streets or ways ("adjacent areas"), (c) any use, non-use or condition of the mortgaged premises or any part thereof or said adjacent areas, (d) any failure on the part of the borrower to perform or comply with any of the terms of this mortgage, or (e) the performance of any labor or services or the furnishing of any materials or other property with respect to the mortgaged premises or any part thereof. Any amounts payable to the Lender under this Paragraph which are not paid within fifteen (15) days after written demand therefor by the Lender shall bear interest at the Default Rate from the date of such demand, and shall constitute additional indebtedness secured by this mortgage. The obligations of the borrower under this Paragraph shall survive any release, satisfaction, termination or extinguishment of this mortgage and/or the lien hereof, and notwithstanding the "defeasance" provisions of Paragraph 20 below.

7. Indemnification.

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B. Subject to the rights granted as to "Permitted Contacts" under Paragraph 22 below, the Borrower will keep and maintain the mortgaged premises free from all liens for monies due and payable to persons supplying labor or services for and providing materials used in the construction, modification, repair or replacement of the mortgaged premises. If any such liens shall be filed against the mortgaged premises, the Borrower shall cause the same to be discharged of record promptly after the Borrower has notice thereof, or at its option, may contest the same pursuant to the procedures under Paragraph 22 below.

C. In no event shall Borrower do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which, or omission to do which, would impair the security of this mortgage. The Borrower shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction or agreement materially changing the uses which may be made of the mortgaged premises or any part thereof without the express written consent of the lender.

D. All property of every kind acquired by the Borrower after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this mortgage shall, immediately upon the acquisition thereof by the Borrower and without any further acts and execution, assignment or transfer, become subject to the lien and security of this mortgage. Nevertheless, Borrower will do such further acts and execute, acknowledge and deliver such further conveyances, mortgages, security agreements, financing statements and assurances as lender shall require for accomplishing the purpose of this mortgage.

E. If any action or proceeding shall be threatened or instituted to recover possession of the mortgaged premises or any part thereof or to accomplish any other purpose which would materially affect this mortgage or the mortgaged premises, including a "Taking" as defined in Paragraph 10 below, Borrower will immediately upon receipt thereof deliver to lender true copies of all notices, process, pleadings and papers of any kind received by Borrower with respect to such action or proceeding.

10. Condemnation.

A. The term "Taking" as used herein shall mean a Taking of all or part of the mortgaged premises under the power of condemnation or eminent domain. Lender may, at its option, appear in any proceeding or action for such Taking. Borrower shall not adjust or compromise any claim for award or other proceeds of a Taking without first giving at least thirty (30) days' prior written notice to lender of the proposed basis thereof and without first receiving the written consent thereto of lender. Any such award or other proceeds, after allowance for expenses incurred in connection therewith, are hereinafter referred to as "Condemnation Proceeds".

B. In the event of a Taking of all (or substantially all, herein-after, "all") of the mortgaged premises, or a Taking of less than all of the mortgaged premises if the same are not susceptible to restoration, the Condemnation Proceeds shall be paid to lender and applied, at its option, to payment of the mortgage indebtedness, in which event no prepayment premium shall be due.

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

13. Taxes on Mortgage or Note.

The Borrower shall cause to be prepared and delivered to Lender, all in reasonable detail and certified by an appropriate accounting officer as being complete and correct, (a) annual operating statements for the mortgaged premises and personal financial statements of any guarantor of the Note and each beneficiary under the aforesaid Trust Agreement, within sixty (60) days after the end of each calendar year, and (b) annual leasing status reports for the mortgaged premises within 30 days after the end of each calendar year.

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

12. Books and Records; Financial Statements.

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

11. Right to Inspect.

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

C. Subject to subparagraph 10D below, in the event of a Taking of less than all of the mortgaged premises which leaves the same susceptible and suitable to restoration, the condemnation proceeds shall be applied as follows: If the condemnation proceeds amount to fifty thousand (\$50,000.00) Dollars or less, such amount shall be paid to and applied by Borrower to the repair or restoration, to the extent practicable, for any resulting damage to the mortgaged premises; If the condemnation proceeds shall amount to more than fifty thousand (\$50,000.00) Dollars, such amount shall be paid to Lender in escrow, and shall be applied to reimburse the Borrower for such repair or restoration in conformity with and subject to the conditions specified in Paragraph 6 above relating to damage or destruction. In either of the foregoing events, Borrower shall, whether or not the condemnation proceeds applicable thereto shall be sufficient for the purpose, promptly repair or restore the mortgaged premises as nearly as practicable to substantially the same value, condition and character as existed immediately prior to the Taking, with such changes and alterations as may be made at Borrower's election in conformity with and subject to Paragraph 4 above and as may be required by such Taking.

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F. Any other event which, as defined therein, is an "Event of Default" under the Note; or

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

D. The occurrence of a prohibited transfer described in Paragraph 8 above; or

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

B. Subject to the rights granted under Paragraph 22 below, a default in the full and timely payment of any Impostion when the same becomes due and payable, which default remains uncured for a period of fifteen (15) days after notice thereof; or

A. A default in the full and timely payment, when the same becomes due and payable, (a) of any amount, including principal or interest in arrears, due under or required to be paid by the Note, which default remains uncured for the applicable time period, if any, provided for therein, or (b) of any other amount due under this Mortgage, which default remains uncured for a period of fifteen (15) days after notice thereof; or

Each of the following events shall constitute an "Event of Default" hereunder, and, as used in this Paragraph, the term "notice thereof" means a written notice of the occurrence of such event given by Lender to Borrower.

14. Events of Default.

thereon and which, in turn, imposes a tax, whether directly or indirectly, on this Mortgage or on the Note, Borrower shall immediately pay same when due; but if Borrower is prohibited by law from paying, or reimbursing Lender for the payment of, such tax, then, at the option of Lender and upon sixty (60) days notice thereof, such event shall be treated as if it were an additional "Event of Default" under Paragraph 14 below, except that no prepayment premium (if any) shall be due nor shall the maturity of the other liabilities be accelerated by reason thereof.

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Lender may remain in such possession of the mortgaged premises from and after any foreclosure action (and during any period of redemption if not herein waived). Lender shall incur no liability for, nor shall Borrower assert any claim, set-off or recoupment as a result of, any action

of the indebtedness secured hereby. Lender shall create reasonable reserves, apply any balance on account of the indebtedness secured hereby. Lender shall create reasonable reserves, apply any balance on account of the indebtedness secured hereby. Lender shall create reasonable reserves, apply any balance on account of the indebtedness secured hereby.

(2) The Lender may enter upon and take possession of the mortgaged premises or any part thereof, and exclude the Borrower and all other persons and any and all property therefrom, and may hold, operate, manage, and lease the same and receive all earnings, income, rents, issues, and proceeds accruing with respect thereto. Lender shall be under no liability for or by reason of such entry, taking of possession, removal, holding, operation or management, except that any amounts so received shall be applied as hereinafter provided in this paragraph while in possession of the mortgaged premises, Lender shall have the following powers: (a) to collect the rents and manage, lease, alter and repair the mortgaged premises, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and (b) to pay out of the rents so collected, and in such order as Lender may determine, the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply any balance on account of the indebtedness secured hereby.

(1) Upon Lender's declaration of acceleration, notice of which may, but need not, be given to Borrower, the unpaid principal and accrued interest under the Note (and a sum equal to any then applicable prepayment premium thereunder) and all other sums due thereunder or hereunder or secured hereof, including amounts payable under the loan documents and the other liabilities, shall become immediately (and, whether or not such Event of Default is subsequently remedied by Borrower, shall thereafter remain) due and payable in full, and, until paid, shall bear interest at a per annum rate equal to the then applicable post-maturity rate of the Note (herein, the "Default Rate"), except that, as to any portion of the Other Liabilities which is evidenced by an instrument which expressly provides for a different post-maturity rate, said portion shall bear interest at such different rate rather than the Default Rate. Whether or not Lender exercises the foregoing right of (or thereafter rescinds any such) acceleration, all reasonable costs, expenses and attorney's fees incurred by or on behalf of Lender with respect to any Event of Default shall be immediately due and payable by Borrower, with interest at the Default Rate, and are secured hereby.

15. Rights, Powers and Remedies of Lender.  
A. If an Event of Default shall occur, and whether or not acceleration has occurred or foreclosure proceedings have been commenced, and without notice to or demand upon Borrower, the Lender may, at its option, exercise any one or more of the following remedies:  
G. Any other event which constitutes a default in the performance or observance of any covenant or agreement of this Mortgage and which remains uncured for a period of thirty (30) days after notice thereof.

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taken while Lender is in possession of the Mortgaged Premises, except on-ly for Lender's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced, Lender may remain in possession as long as an Event of Default exists.

(3) The Lender may apply for the appointment of the Lender or another as the receiver for the Mortgaged Premises, whether or not foreclosure proceedings have been commenced, or, if commenced, apply for the appointment of Lender as "mortgagee in possession". Borrower hereby consents (and covenants not to object) to any such appointment, and acknowledges that the same may be made without regard to the then value of the Mortgaged Premises or the then solvency or insolvency of the Borrower.

(4) In addition to the foregoing, the Lender may exercise any and all other remedies granted under the Loan Documents, or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

B. The proceeds of any foreclosure, Uniform Commercial Code or other sale of the Mortgaged Premises or part thereof or any interest therein, and all amounts received by Lender by reason of any holding, operation or management of the Mortgaged Premises or any part thereof, together with any other monies at the time held by Lender, shall be applied in the following order of priority:

(1) To all costs and expenses of the sale of the Mortgaged Premises or any part thereof or any interest therein, or entering upon, taking possession of, removal from, holding, operating and managing the Mortgaged Premises or any part thereof, as the case may be, together with (a) the costs and expenses of any receiver of the Mortgaged Premises or any part thereof appointed pursuant hereto and (b) any taxes, assessments or other charges, prior to the lien of this Mortgage, which Lender may consider necessary or desirable to pay; then

(2) To any indebtedness secured by this Mortgage and at the time due and payable, other than the indebtedness with respect to the Note at the time due and payable on the Note at the time outstanding (whether at maturity or on a date fixed for any installment payment or any prepayment or by declaration or acceleration or otherwise), including interest at the Default Rate on any overdue principal and premium and (to the extent permitted under applicable law) on any overdue interest; and, in case such monies shall be insufficient to pay in full the amount so due and unpaid upon the Note, then, first, to the payment of all amounts of interest at the time due and payable on the Note, and second, to the payment of all amounts of principal and premium, if any, at the time due and payable on the Note; and then

(3) To all amounts of principal, premium, if any, and interest at the time due and payable on the Note at the time outstanding (whether at maturity or on a date fixed for any installment payment or any prepayment or by declaration or acceleration or otherwise), including interest at the Default Rate on any overdue principal and premium and (to the extent permitted under applicable law) on any overdue interest; and, in case such monies shall be insufficient to pay in full the amount so due and unpaid upon the Note, then, first, to the payment of all amounts of interest at the time due and payable on the Note, and second, to the payment of all amounts of principal and premium, if any, at the time due and payable on the Note; and then

(4) The balance, if any, to the person or entity then entitled thereto pursuant to applicable state law.

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The Borrower, at its expense, will promptly execute, acknowledge and deliver such instruments and take such actions as Lender from time to time may reasonably request, including, but not limited, to separate security agreements, financing statements and stoppage letters, for the further assurance to Lender of the properties and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be.

19. Further Assurances.

No delay or failure by Lender to insist upon the strict performance of any provision hereof or of the Note or to exercise any right, power or remedy provided for herein or therein as a consequence of any default hereunder or thereunder, and no acceptance of any payment of the principal, interest or prepayment premium, if any, on the Note during the continuance of any such default, and no rescission of an exercise of the right of acceleration, shall constitute a waiver or any such provision, such default or such right, power or remedy or shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any default hereunder shall affect or alter this mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent default.

18. No Waiver by Lender.

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

17. Compromise of Actions.

Each right, power and remedy of Lender now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power and remedy provided for in this mortgage, and the exercise of a right, power or remedy shall not preclude the simultaneous or later exercise of any other right, power or remedy, and, except as otherwise expressly provided for herein, notice by Lender of such exercise is not required to be given.

16. Rights are Cumulative.

C. BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF BORROWER, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Borrower hereby waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of mortgagee in the event of any sale hereunder of the mortgaged premises or any part thereof or any interest therein.

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A. Unless otherwise agreed in writing, Borrower shall pay Lender monthly such sums ("deposits") as Lender shall from time to time require for the purpose of accumulating (at least sixty (60) days in advance of each of the due dates thereof) amounts sufficient for the full payment of

23. Tax and Insurance Premium Deposits.

Borrower, at its expense, may contest by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any imposition or lien therefor or the validity of any lien or other instrument of record affecting the Mortgaged Premises or any part thereof, provided that (a) neither the Mortgaged Premises nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (b) neither Borrower nor Lender would be in any danger of any additional civil or any criminal liability for failure to comply therewith, and (c) Borrower shall have set aside on its books adequate reserves with respect thereto and shall have furnished such security, if any, as may be required in the proceedings or as may be reasonably required by Lender.

22. Permitted Contests.

Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the term "Borrower" shall, in addition to the aforesaid Trustee, be deemed to mean and include (a) any subsequent owner of the Mortgaged Premises, (b) each present or subsequent beneficiary under the aforesaid Trust, (c) each general partner of any partnership beneficiary and each owner of more than twenty-five percent (25%) of the outstanding stock of any corporate beneficiary, and (d) each maker, and any present or subsequent guarantor, of the Note; the term "Lender" shall, in addition to the mortgagee named herein, be deemed to also include any subsequent holder of the Note; the terms "Other Liabilities" (i.e., all other liabilities of any kind of Borrower to Lender) and "Loan Documents" (i.e., those instruments which further evidence or secure the Loan) shall have those meanings as are set forth in the Note.

21. Definitions of "Borrower", "Lender", "Other Liabilities" and "Loan Documents".

If Borrower shall pay the principal, interest and premium, if any, due under the Note in accordance with the terms thereof, and it shall pay all other sums payable hereunder and shall comply with all other terms hereof and of the Note, the Loan Documents and the Other Liabilities, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void, and thereupon Lender, upon the written request and at the expense of Borrower, shall execute and deliver to Borrower such instruments as shall be required to evidence of record the satisfaction of this Mortgage and the lien thereof, and any sums at the time held by Lender for the account of Borrower pursuant hereto shall be paid over to and as Borrower may direct.

20. Default.



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would result in materially less impairment of the Lender's security here-  
 that there is no reasonable alternative to such remedial action that  
 (2) the Borrower establishes to the reasonable satisfaction of the Lender  
 far remedial action is ordered by a court of competent jurisdiction, or  
 consent, when such consent is required hereunder, if either (1) particu-  
 practicable of any action so taken. Lender agrees not to withhold its  
 ded that in such event the Borrower shall notify the Lender as soon as  
 possible to obtain the Lender's consent before taking such action, provi-  
 a nature that an immediate remedial response is necessary, and it is not  
 threat to the health, safety, or welfare of any individual or is of such  
 on, under, or about the mortgaged premises either poses an immediate  
 be necessary in the event that the presence of hazardous substances in,  
 hereunder; provided, however, that the Lender's prior consent shall not  
 consent, or compromise might impair the value of the Lender's security,  
 reasonable judgment, determines that said remedial action, settlement,  
 Said consent may be withheld, without limitation of the Lender, in its  
 cre, or other compromise in respect to any hazardous substance claims.  
 mortgaged premises, nor enter into any settlement agreement, consent de-  
 sponse to the presence of any hazardous substance on, under, or about the  
 unreasonably withheld, Borrower shall not take any remedial action in re-  
 G. Without the Lender's prior written consent, which shall not be

cured hereby;

incurred in connection therewith shall become part of the indebtedness se-  
 such Remedial Work to be performed and all costs and expenses thereof in-  
 such Remedial Work, the Lender may, but shall not be required to, cause  
 or cause to be commenced, or fail to diligently prosecute to completion,  
 dial Work. In the event that the Borrower shall fail to timely commence,  
 costs incurred in connection with the monitoring or review of such Reme-  
 consulting engineer, and the Lender's reasonable attorneys' fees and  
 er, including, without limitation, the charges of such contractor and the  
 All costs and expenses of such Remedial Work shall be paid by the Borrow-  
 of a consulting engineer approved in advance in writing by the Lender.  
 approved in advance in writing by the Lender, and under the supervision  
 Work. All Remedial Work shall be performed by one or more contractors,  
 and thereafter diligently prosecute to completion, all such Remedial  
 any applicable law, regulation, order or agreement, commence to perform  
 tity or agency (or such shorter period of time as may be required under  
 for performance thereof by the Lender or other party or governmental en-  
 thereof, the Borrower shall within thirty (30) days after written demand  
 for at, on, about, under or within the mortgaged premises, or any portion  
 stance in or into the air, soil, ground water, surface water or soil va-  
 suspected, presence, release or suspected release of a Hazardous Sub-  
 son because of, or in connection with, the current or future presence,  
 judicial order, or by any governmental or nongovernmental entity or per-  
 nable under any applicable local, state or federal law or regulation, any  
 nature whatsoever (the "Remedial Work") is reasonably necessary or desir-  
 ment, cleanup, removal, restoration or other remedial work of any kind or  
 F. In the event that any investigation, site monitoring, contain-

Mortgage and/or the lien hereof, and not withstanding the "defeasance"  
 provisions of Paragraph 20 above.

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B. If the time for payment of part or all of the indebtedness secured hereby be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released, borrowed and all other parties now or hereafter liable for payment of part or all of such indebtedness or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and the other

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

28. Additional Agreements of Borrower.

(d) Any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" in or pursuant to the Clean Water Act, 33 U.S.C. Section 1251 et seq.; (v) flammable explosives; or (vi) radioactive materials.

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

(b) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

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

(2) "Hazardous Substance" means:

(1) "Environmental Laws" means any local, state or federal law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Premises, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 U.S.C. Section 6901 et seq., and the Illinois Environmental Protection Act ("IEPA") (Ill. Rev. Stat. ch. 111-1/2, par. 1001 et seq.);

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

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Liabilities and the Lender's rights hereunder and thereunder shall continue in full force, the right of recourse against all such parties being reserved by Lender.

C. This Mortgage shall be binding upon Borrower and its successors and assigns, and all persons claiming under or through Borrower or any such successor or assign, and shall inure to the benefit of and be enforceable by Lender and its successors and assigns.

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

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

F. This Mortgage is executed and delivered at Chicago, Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Actions for all disputes and claims hereunder shall, at Lender's option, be commenced in or transferred to such Department (and such Division or District thereof) of the Circuit Court of Cook County as the Lender may select. Borrower hereby waives any right now or in the future to remove any such action to the Courts of the United States of America.

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

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

I. All terms and provisions of the Note are hereby incorporated herein by reference; in the event of a conflict between any provisions of this Mortgage and any provisions of the Note, the provisions designated by the Lender, in its sole discretion, shall prevail.

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

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

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

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30. Construction Mortgage. A substantial portion of the proceeds of the loan shall be utilized for the construction of certain improvements to the subject real estate, pursuant to that certain "Construction Loan Agreement" of even date herewith (being one of the Loan Documents), which is hereby incorporated herein by reference; in the event of a conflict between any provisions herein and any provisions therein, the provisions designated by Lender, in its sole discretion, shall prevail. This

Any such notice shall be deemed given as of: (a) the date of delivery, if given by personal service, or (b) the second business day following the date of the mailing, if sent by certified mail with postage prepaid and return receipt requested. Rejection of or failure to accept a notice, or the inability to deliver same because of an address change of which no notice was given, shall be deemed to constitute receipt of the notice sent. Personal service upon the Lender shall be valid only if made upon one of its officers.

Attn: Commercial Real Estate Department

Chicago, Illinois 60616  
2268 South King Drive  
LAKEVIEW BANK

If to Lender:

Chicago, Illinois 60606  
Suite 2300  
333 West Wacker Drive  
Horwood, Marcus & Brown, Chd.  
Michael Mandell, Esq.  
and

Northbrook, Illinois 60042  
Suite 208

2930 Maria Avenue  
Roger J. Levin

With Copies to:

Attn: Land Trust Department  
Chicago, Illinois 60604

Suite 1212 - Atrium  
141 West Jackson Blvd.

Trust No. 10-1429  
LAKEVIEW BANK

If to Borrower:

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

## 29. Notices.

M. The "permitted Encumbrances" referred to in Paragraph 2 above shall mean only those title or survey matters which are approved by Lender at the time of the initial disbursement of the proceeds of the Loan.

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Chicago, Illinois 60607

LAW OFFICES OF VICTOR J. CACCIATORE  
JOHN J. TURNER  
527 South Wells Street

Attest: *[Signature]*  
Its: ASSISTANT SECRETARY  
By: *[Signature]*  
Its: VICE PRESIDENT & TRUST OFFICER

Prepared by, and to be MAILED TO:

LAKESIDE BANK, not personally but  
as Trustee as aforesaid.

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

31. Expiration of Trustee. This Mortgage is executed by the  
aforesaid Trustee in the exercise of the authority conferred upon it as  
such Trustee and not in its individual capacity. Other than the warranty  
hereby made that it possesses full power and authority to execute this  
Mortgage, nothing contained herein shall be construed as creating any  
liability on the Trustee, in its individual capacity, to pay the Note or  
any interest that may accrue thereon or any fee or charge that may become  
payable under this Mortgage or the Note, or to perform any covenant  
(either expressed or implied) contained in this Mortgage or the Note. So  
far as the Trustee, its banking association or corporation and its suc-  
cessors are concerned, the Lender and the holder of the Note shall, in  
the event of a default hereunder or thereunder, look solely to any one or  
more of the following for the payment of the indebtedness due under the  
Note or this Mortgage: (a) the assets of the Trust, including the Mort-  
gaged Premises and the rents, issues and profits thereof, by the enforce-  
ment of the lien hereby or thereby created; and (b) the enforcement of  
any remedy available under the Loan Documents. The foregoing exculpation  
shall not apply to, nor limit or affect the liability hereunder or there-  
under of, any other obligor.

Mortgage constitutes a "construction mortgage" within the meaning of Sec-  
tion 9-313(1)(c) of the Illinois Uniform Commercial Code.

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STATE OF ILLINOIS

COUNTY OF C O O K

The foregoing Instrument was acknowledged before me

by James T. Collins, the VICE PRESIDENT & TRUST OFFICER, and

by Burton L. Messick, the ASSISTANT SECRETARY of, LAKESIDE

BANK, an Illinois banking corporation, on behalf of the corporation, as

Trustee, on this 15th day of December, 1989.

*Steven H. Tobin*

NOTARY PUBLIC

Commission Expires:

" OFFICIAL SEAL "  
~~STEVEN H. TOBIN~~  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/22/93

" OFFICIAL SEAL "  
STEVEN H. TOBIN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/22/93

Office

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*Handwritten signature/initials*

89603496

DEPT-01 RECORDING  
143333 TRAN 4184 12/18/89  
44943 C \*-89-603496  
COOK COUNTY RECORDER

DEPT-01 RECORDING  
143333 TRAN 4184 12/18/89 15:58:00  
44903 C \*-89-603496  
COOK COUNTY RECORDER

Common Address: 215 West Chicago, Avenue, Chicago, Illinois.

Permanent Index No. 17-09-202-004.

Lots 12 and 13 in Block 18 in Newberry's Addition to Chicago  
said Addition being a Subdivision of the East 1/2 of the West  
1/2 of the Northeast 1/4 of Section 9, Township 39 North,  
Range 14, East of the Third Principal Meridian, in Cook  
County, Illinois.

Legal Description

EXHIBIT A

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7-20-2010 10:30 AM

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BA-983038

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