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TOGETHER with all improvements, thereon situated and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereon belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the mortgagee as additional security and as an equal and primary fund with the property hereon conveyed for the repayment of the moneys secured by this mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

which, with the property hereinafter described, is referred to herein as the "premises".

PERMANENT TAX INDEX NUMBERS: 17-08-237-033-1003 and 17-08-237-033-1004

Common Address: 1147 West Ohio Street, Units #103 and #104, Chicago, Illinois 60622

STIPULATED AT LENGTH HEREIN.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, COMMENTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THROUGH THE PROVISIONS OF SAID DECLARATION WERE RECEIVED AND

APREMENTIONED DECLARATION.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTINANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE

RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

UNIT 103 AND UNIT 104, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN 1987 U. OHIO CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ON NOVEMBER 22, 1982, AS DOCUMENT NO. 06919202 AS AMENDED IN SECTION 8, TOWNSHIP 19 NORTH,

Cook and State of Illinois, to wit:

Now THEREFORE, the Mortgagee to secure the payment of said debt in accordance with its terms and the terms provisions and limitations of this mortgage and all extensions, modifications, and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents mortgage and ~~warrant~~ to the Mortgagee, its successors and assigns, the following described real estate in the County of Cook and State of Illinois, to wit:

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal; all of said principal and interest being made payable at the principal office of the Mortgagee in Park Ridge, Illinois.

Note.

THAT WHEREAS Mortgagee has concurrently herewith executed a Mortgage Note (herein referred to as the "Note") bearing even date herewith in the principal sum of SEVENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 dollars (\$77,500.00) made payable to Mortgagee and delivered, in and by which Note Mortgagee promises to pay on or before 18 months from date of disbursement the said principal sum with interest as set forth in the

witnesseth:

THIS INDENTURE, made January 18, 1989, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 18, 1981, and known as Trust Number 53387, "Mortgagee", and FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, an Illinois banking corporation (herein referred to as "Mortgagee")

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4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days

3. Mortgagor shall immediately pay, when first due and owing, all taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises, and to furnish to Mortgagee duplicate receipts thereof within thirty (30) days after payment thereof.

2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other claims or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in the premises except as required by law or municipal ordinance.

1. Mortgagor shall promptly pay when due and owing, without set off, retention, or deduction, the principal and interest on the indebtedness evidenced by the note and any late charges as provided in the note.

In addition, the Mortgagee covenants with the Mortgagee as follows:

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, and for the security of the said obligations hereinafore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shuddery, gas and electric fixtures, radiators, heaters, ranges and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, barns, outhouses, and other plumbing and heating fixtures, mirrors, paintings, refrigerating plants, telephones, telegraphs, refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an improved building, situated to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, cement, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and in accession to the freehold and a part of the realty, whether a fixture or mixed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagee in and to said premises, property, improvements, furniture, apparatus, paintings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the real estate or does not constitute a "fixture" as such, as defined in the Uniform Commercial Code, this Mortgage is hereby deemed to be as well a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagee hereby grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

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7. In the event that the Mortgagor fails to make any payment or perform any act required hereunder,

against the entire indebtedness secured hereby.

becomes due and payable, the Mortgagor shall have the right in its election to apply any amounts so held thereon. If, pursuant to any provisions of this Mortgage, the whole amount of said payment shall be payable to the Mortgagor's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable to the Mortgagor for the payments required under sections 2 and 4, or may make such payments on the other payments to be used in payment thereof. At the Mortgagor's option, the Mortgagor may make such payments and on demand from time to time shall pay to the Mortgagor additional sums necessary to pay such premiums and other payments, all as estimated by the Mortgagor, the amounts so paid to be security for such premiums and estate taxes, water and sewer rents, special assessments, and any other tax, assessment, charge, duty, or one-twelfth (1/12) of the annual premiums for such fire and extended coverage insurance and such annual realty shall pay to the Mortgagor monthly at the time when such monthly payment is payable, an amount equal to

6. In addition to the monthly payments required under the here, when requested by the Mortgagor, the Mortgagor

shall be at least sufficient to pay for the cost of completion of the work here and other of items.

rebuiding. At all times the undistributed balance of said proceeds remaining in the hands of the Mortgagor restoration shall be presented to and approved by the Mortgagor prior to the execution of any such repairs or company or companies as may be satisfactory to the Mortgagor. The plans and specifications for such rebuilding or to Mortgagor which shall be the sole or a dual obligor, and which bonds shall be written with such satisfactory payments, including insurance against merchant's liens and a performance bond or bonds in form satisfactory architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of being furnished with satisfactory evidence of the estimated cost of completion thereof and with such to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagor shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements

In the event Mortgagor elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the premises, such funds will be made available for disbursement by Mortgagor.

5. In case of loss by fire or other casualty, the Mortgagor (a) after entry of record of foreclosure and adjustment of the mortgage, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagor is authorized to collect and receipt for any such insurance money. In the event Mortgagor elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagor, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagor may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

Mortgagor shall furnish Mortgagor with evidence satisfactory to Mortgagor that flood insurance is in effect if Mortgagor has failed to demonstrate that the premises are not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagor. If the insurance policies referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

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Mortgagee may, but need not, make any payment or perform any act heretofore required of mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and other moneys advanced by mortgagee to protect the mortgaged premises and the lien hereof, plus reasonable compensation to mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law, hereon or mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of mortgagor.

8. The mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof.

9. At the option of mortgagee, and without notice to mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event mortgagor shall, without the prior consent of mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits thereon, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or in the event the owner, or if there be more than one, any of the owners, of any beneficial interest in any trust of which mortgagor is the holder (any such owner being herein referred to as a "beneficial owner") shall, without the prior written consent of mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without limitation, any voluntary assignment), whether by operation of law, voluntarily or otherwise, or bankruptcy or bankruptcy proceedings are instituted against mortgagor and not dismissed within thirty (30) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (d) immediately in the event mortgagor makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they become due or to immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the mortgagor or the property of the mortgagor (including that mortgagor and continue for three days in the performance of any other agreement of the mortgagor, and which occur or in any other agreement of the mortgagor with the mortgagee.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of mortgagee, including but not limited to attorneys' fees, mortgagee's fees, appraiser's fees, broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographers' charges, judicial costs and costs which may be incurred as to items to be expended after entry of the decree of foreclosure, and all abstracts of title, title searches and examinations, guaranty policies, Torrens certificates, and similar data and assurances with respect to title as mortgagee may deem to be reasonably necessary either to prosecute such suit or to engage the bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be paid by mortgagee in addition to the principal amount of the indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated in the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law), when paid or

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16. In case the premises, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and rental or leasing thereof or any part thereof.

15. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagee hereby assigns to the Mortgagee all leases already in existence and to be created in the future, together with all rights to be hereinafter and under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, and in any such case the Mortgagee hereby confers on the Mortgagee the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagee, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to management, and other expenses, in such order of priority as the Mortgagee may in its sole discretion determine, and to retain any balance remaining over to the Mortgagee; but such collection of rents shall not operate in any manner to the detriment or lease in the event the Mortgagee's title to the Premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee, and for exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by the Mortgagee in the rental or leasing thereof or any part thereof.

14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the enforcement of the terms or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

12. From or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made without notice, without regard to the solvency or insolvency of Mortgagee 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 residence or not during the pendency of such foreclosure suit and the Mortgagee may be appointed as such receiver. The court from time to time may authorize the receiver to apply the net proceeds in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any taxes, foreclosing this Mortgage, or any tax, special assessment or other lien which shall be or become superior to the lien hereof or of such receiver, provided such application is made prior to foreclosure sale; (2) the ordinary expenses of a sale and delivery.

11. 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, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagee, its successors or assigns, as their rights may appear.

10. Incur by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which right affect the premises or the security hereof, whether or not actually commenced.

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25. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.
 24. The rights and remedies of Mortgagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.
 23. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (and day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagee at the address set forth below or to the Mortgagee in the Bank's main office or to such other address as either the Mortgagee or the Mortgagee notifies the other party in writing.
 22. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.
 21. To the fullest extent permitted by law, Mortgagee shall not at any time apply for or in any manner attempt to claim or avail itself of any homestead, appraisalment, valuation, or any so-called "mortgage laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the fullest extent permitted by law, Mortgagee, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. To the fullest extent permitted by law, Mortgagee hereby waives any and all rights of redemption from the foreclosure, for itself, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.
 20. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Mortgagee shall pay the full amount of such taxes.
 19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The use of any gender applies to all genders. If more than one party is named as Mortgagee, the obligation hereunder of each such party is joint and several. Mortgagee may assign all or any portion of its rights and interests under this Mortgage without the consent of the Mortgagee.
 18. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.
 17. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, and it may require indemnities satisfactory to it before exercising any power herein given.
- restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or their assignee.

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- restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgages or their assignee.
17. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, and it may require judgment as satisfactory to it before exercising any power herein given.
18. Mortgagee shall release this Mortgage and the loan thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.
19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The use of any gender applied to all genders. If more than one party is named as Mortgagee, the obligation hereunder of each such party is joint and several. Mortgagee may assign all or any portion of its rights and interests under this Mortgage without the consent of the Mortgagee.
20. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such laws, so as to affect the interest of bank, then and in such event Mortgagee shall pay the full amount of such taxes.
21. To the fullest extent permitted by law, Mortgagee shall not at any time apply for or in any manner attempt to claim or avail itself of any homestead, appraisal, valuation, or any so-called "mortgage law," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the fullest extent permitted by law, Mortgagee, for itself and all whomever through or under it, waives any and all right to have the property and estates comprising the premises described upon any foreclosure of the loan hereon and agrees that any court having jurisdiction to foreclose such loan may order the premises sold as an entirety. To the fullest extent permitted by law, Mortgagee hereby waives any and all rights of redemption from the foreclosure, for itself, the trust estate, and all persons and parties interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.
22. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be treated severally.
23. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagee at the address set forth below or to the Mortgagee at the Bank's main office or to such other address as either the Mortgagee or the Mortgagee notifies the other party in writing.
24. The rights and remedies of Mortgagee under this Mortgage are cumulative and are not in lieu of instrument constituting security for the Note, or at law or in equity.
25. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision

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hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

26. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage.

27. Mortgagor represents and warrants that: (i) Mortgagor has not used Hazardous Material (as defined hereinafter) on or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the premises or any tenant, subtenant, occupant, prior tenant prior subtenant or prior occupant has used Hazardous Materials on or affecting the premises in any manner which violated federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (ii) Mortgagor has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance. For purposes of this Mortgage, "Hazardous Materials" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in any federal, state or local governmental law, ordinance, rule, or regulations.

Mortgagor shall keep or cause the premises to be kept free of Hazardous Materials, and, without limiting the foregoing, Mortgagor shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state, and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.

Mortgagor shall: (i) conduct and complete all investigations, studies, sampling and testing, and all removal, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and (ii) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the premises or the soil, water vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue

ST. LOUIS, MO. 63101
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