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(B) "charges": all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) charges, impositions, levies, assessments and taxes (whether

(A) "And/or": one or the other or both, or any one or more or all, of the things or "persons" (hereinafter defined) in connection with which the conjunction is used.

1.1 The following words, terms and/or phrases shall have the meanings set forth hereafter and such meanings shall be applicable to the singular and plural form thereof, giving effect to the numerical difference; whenever the context so requires, the use of "it" in reference to Mortgagor shall mean Mortgagor as identified at the beginning of this Mortgage.

1. DEFINITIONS AND TERMS

NOW, THEREFORE, for and in consideration of the foregoing premises, which are incorporated hereby into and made a material part of this Mortgage, and for and after good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

C. The Mortgagor desires by the execution of this Mortgage to induce the Mortgagee to lend the sum of \$500,000.00 to CARL IVANELL, JR., and to secure the indebtedness evidenced by the secured Note pursuant to the terms contained herein.

B. CARL IVANELL, JR., is the sole 100% beneficiary of the land trust held at CAPITOL BANK AND TRUST COMPANY in Maryland. Mortgages to the principal amount of \$500,000.00, that said amount shall be repaid over a five year period commencing April 1, 1989, with principal and interest being amortized on the basis of a fifteen year amortization in accordance with a promissory Note dated the same date as this security instrument.

A. CARL IVANELL, JR., is presently indebted to the Mortgagee in the principal amount of \$500,000.00, that said amount shall be repaid over a five year period commencing April 1, 1989, with principal and interest being amortized on the basis of a fifteen year amortization in accordance with a promissory Note dated the same date as this security instrument.

RECIPIENTS

And THIS MORTGAGE ("Mortgage"), dated and effective as of the day of February, 1989, by CARL IVANELL, JR., and CAPITOL BANK AND TRUST COMPANY, not individually but solely as trustee under Trust Agreement dated January 4, 1989 and known as TRUST NO. 1652, jointly and severally ("Mortgagor"), in favor of CAPITOL BANK OF WESTMONT with its principal place of business at 100 East Odon Avenue, Westmont, Illinois 60559, ("Mortgagee") has reference to the following facts and circumstances:

MASTER MORTGAGE

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general, special or otherwise/ water charges, sewer service charges, liens, claims or encumbrances upon and/or relating to the "Mortgaged Property" (hereinafter defined), "Mortgagor's Liabilities" (hereinafter defined) and/or "Mortgagor's Obligations" (hereinafter defined).

(C) "Documents": the definition ascribed to this term in Paragraph 2.3 below.

(D) "Encumbrances": all liabilities, liens, claims, debts, exceptions, easements, restrictions, security interests, charges and all other types of encumbrances.

(E) "Equipment": all present and future apparatus, machinery, equipment, furniture, fixtures and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the "Premises" (hereinafter defined), or required for use in or on or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof, substitutions therefor and accessions thereto, including, without limitation, any such item now or at any time or times hereafter situated on the premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, recreation, laundry service and all other related or other such services.

(F) "Event of Default": the definition ascribed to this term in Paragraphs 6.1.1 and 6.1.2 below.

(G) "Leases": all present and future leases, agreements, tenancies, licenses and franchises of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or usable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of lessee's performances thereunder.

(H) "Mortgagor's Liabilities": (a) the payment, when due or declared due, of the principal sum of and interest accrued thereon and any and all other amounts due under (including, without limitation all prepayment premiums or other amounts due as a result of prepayment) now and/or hereafter owed or to become owing by Mortgagor to Mortgagee under and/or pursuant to the Secured Note of Mortgagor dated as of the date hereof in the principal amount of \$500,000.00 or the extension, renewal or rewrite thereof (b) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage (including, without limitation, all advances made

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to protect and preserve the value of the Mortgaged Property and the priority of Mortgagee's lien thereon); and (c) the payment of any and all other obligations and liabilities of Mortgagor to Mortgagee, including, without limitation, all debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) whether primary, secondary, direct, contingent, fixed or otherwise, now and/or from time to time hereafter owing, arising, due or payable, howsoever evidenced, created, incurred, acquired or owing, and however arising, whether under this Mortgage, the Other Agreements, or by oral agreement or operation of law or otherwise.

(J) "Mortgagor's obligations": the prompt, full and faithful performance, discharge, compliance and observation by Mortgagor of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision (other than Mortgagor's liabilities) to be performed, discharged, observed or complied with by Mortgagor contained in this Mortgage and/or in the Other Agreements.

(J) "Other Agreements": all agreements, instruments and documents, including, without limitation, loan agreements, security agreements, guaranties, mortgages, deeds of trust, notes, letters of credit, advices of credit, bankers acceptances, pledges, powers of attorney, consents, assignments, contracts, notices, leases, financing statements and all other written matter heretofore, now and/or from time to time hereafter executed by and/or on behalf of Mortgagor and delivered to Mortgagee or issued by Mortgagee upon the application and/or other request of, and on behalf of, Mortgagor (including, without limitation, the Master Term Loan Agreement the Notes, the assignments of Rents and Leases, the Guaranties, the Security Agreement and the Assignment of Beneficial Interests).

(K) "Person": any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

(L) "Premises": all of the following described real estate, and all of Mortgagor's estate right, title and interest therein, situated, lying and being in Bedford Park, Illinois, located in the County of Cook, State of Illinois, and as legally described on Exhibit A attached hereto and made a part hereof and commonly known as 5950 West 66th Street, Bedford Park, Illinois, together with all buildings, improvements, tenements, easements, hereditament and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other public ways abutting said real estate, whether before or after vacation thereof.

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(M) "Rents": all present and future rents, issues, avails, profits and proceeds of or from the Premises, the Leases and/or the Equipment.

2. CONVEYANCE

2.1 To secure the payment by Mortgagor of Mortgagor's liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby does warrant, grant, give, bargain, confirm, assign, pledge, set over, transfer, sell, convey, revise, release and otherwise mortgage to Mortgagee, its*** successors and assigns, forever, the Mortgaged Property, for the purposes and uses set forth in this Mortgage; provided, nevertheless that if Mortgagor, its successors or assigns shall satisfy, discharge and otherwise pay to Mortgagee, its successors or assigns, in full, the Mortgagor's liabilities and keep and perform all of Mortgagor's obligations, then this Mortgage shall become null and void and shall be released at Mortgagor's expense.

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property of interests in property, whether real or personal, tangible or intangible, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code or any similar and applicable law, statute, code or other governing body of law. Therefore, to secure the payment of the Secured Liability and the performance of the Secured Obligations, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Property.

2.3 Mortgagor, immediately upon request by Mortgagee, at Mortgagor's sole expense, will make, execute and deliver and/or will cause to be made, executed and delivered to and/or for the benefit of Mortgagee, in form and substance acceptable to Mortgagee, all documents that Mortgagee is advised are and/or deems necessary or appropriate to evidence, document or conclude the transactions described in and/or contemplated by this Mortgage or the other Agreements or required to perfect or continue perfected, as valid Encumbrances, the Encumbrances granted herein or in the other Agreements by Mortgagor to Mortgagee upon the Mortgaged Property. "Documents" means any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, note, security agreement, guaranty, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letter of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

3. COVENANTS, WARRANTIES AND REPRESENTATIONS

3.1 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

*** SAID PROPERTY INCORPORATED HEREIN AS EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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(A) Mortgagor promptly will pay, or cause to be paid, when due or declared due, the Mortgagor's Liabilities and promptly, fully and faithfully will perform, discharge, observe and comply with, each and every of Mortgagor's obligations.

(B) Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver to Mortgagee this Mortgage and the Other Agreements, to encumber the Mortgaged Property to Mortgagee as provided herein or in the Other Agreements and to perform all of Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage and the Other Agreements.

(C) The execution, delivery and performance by Mortgagor of and under this Mortgage and the Other Agreements does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor or any of the Mortgaged Property is or hereafter shall become a party or by which Mortgagor or any of the Mortgaged Property is or hereafter shall become bound or any law of regulatory provision now or hereafter affecting Mortgagor or any of the Mortgaged Property.

(D) Mortgagor has duly filed and shall continue timely to file all federal, state and other governmental tax and similar returns which Mortgagor is required by law to file and shall cause to be filed and shall cause to continue to be timely filed all federal, state and other governmental tax and similar returns which the Companies are required by law to file. All taxes and other sums which are shown to be payable under such returns have been and shall be timely and fully paid and Mortgagor shall maintain and cause the Companies to maintain adequate reserves in amount to pay fully all such liabilities which hereafter may accrue. Mortgagor shall furnish to Mortgagee certified copies of all above said returns within 30 days by the filing of the same. In addition, Mortgagor, within ninety (90) days after the end of each fiscal year, shall furnish to the Mortgagee financial statements, including but not limited to balance sheets and income statements. Said financial statements shall conform, be prepared and be based upon generally accepted accounting principals. Mortgagor shall provide any other financial information as reasonably requested by Mortgagee.

(E) All of the leases are and shall remain genuine, in all respects what they purport to be, free of set off, counterclaims or disputes are valid and enforceable in accordance with their terms. All parties to the leases have and shall have the capacity to contract hereunder. Except for security deposits

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provided for under the Leases, and revealed by Mortgagor to Mortgagee in writing, no advance payments have been or shall be made thereunder.

(F) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Mortgaged Property, the operation or the business thereof and Mortgagee's Encumbrances thereon, the collectability of the obligations under the Notes and/or Other Agreements, the ability of Mortgagor to repay the Notes and/or the Other Agreements or the financial condition of the Mortgaged Property or the operation.

(G) The Mortgaged Property now consists of and is in the same condition, ordinary wear and tear excepted, as it was when Mortgagee last inspected it and ordinary wear and tear excepted, it shall consist of and remain in such condition until the payment, in full, of Mortgagor's Liabilities.

(H) Mortgagor and the Mortgaged Property possess and hold and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificates, consents and approvals to conduct and operate the business of Mortgagor. None of the foregoing contain or shall contain any term or condition that is materially burdensome to said business or materially different than those of the foregoing customarily possessed or held by other parties conducting or operating a similar business.

(I) There does not exist and hereafter there shall not arise any default or breach of or under any agreement, instrument or document for borrowed money by which Mortgagor or the Mortgaged Property is bound or obligated.

(J) The location, existence and use of the Premises and the Equipment are and shall remain in compliance with all applicable laws, rules, ordinances and regulations, including, without limitation, building and zoning laws, and all covenants and restrictions of record.

(K) Mortgagor is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.

(L) Mortgagor will save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's Liabilities, Mortgagor's obligations, this Mortgage, the Notes or the Other Agreements.

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(M) Mortgagor shall maintain with the Mortgagee Demand Account deposits reasonably acceptable to Mortgagee of not less than 5% of the outstanding indebtedness after one year from the date of the secured Note and Mortgage and during the remaining duration of the said Note and Mortgage.

3.2 Mortgagor covenants with and warrants and represents to Mortgagee that Mortgagor is lawfully seized, possessed and the owner of and has good and inderisable, marketable fee-simple title to the Mortgaged Property, free and clear of all Encumbrances except (i) the Encumbrances of Mortgagee, (ii) those Encumbrances described on Exhibit B attached hereto and made a part hereof, if any, and (iii) existing leases, if any, to tenants in possession of portions of the Premises.

(A) Mortgagor will not change the use or character of or abandon the Mortgaged Property and at all times hereafter shall keep the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the Equipment) to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Mortgagor shall not remove any fixture or demolish any building or improvement located in or on the Premises. Mortgagor shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the opinion of Mortgagee diminishes its value, and promptly shall repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Mortgagor shall comply with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Mortgagor shall permit Mortgagee, and its agents, upon demand, access to and to inspect the Mortgaged Property at all reasonable times.

(B) Mortgagor promptly shall pay and discharge, as and when due and payable, before any penalty attaches, all charges, that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to Mortgagee duplicate receipts evidencing payment thereof at least thirty (30) days before delinquency. To prevent default hereunder, Mortgagor may pay in full, under protest, and in the manner provided by statute, any Charge which Mortgagor may desire to contest. If Mortgagee is required by legislative enactment or judicial decision to pay any Charge in or to any state, municipality or government on the Mortgaged Property (or on any interest therein), this Mortgage, the Other Agreements or Mortgagor's Liabilities, all of Mortgagor's Liabilities shall become and be due and payable, at the election of Mortgagee, thirty (30) Days after the mailing of notice of such election to Mortgagor; provided, however, said election and right to elect

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will be unavailing and this Mortgage and the Other Agreements will be and remain in full force and effect as through said law had not been enacted or said decision had not been rendered if, notwithstanding such law or decision, Mortgagor lawfully may pay such Charge to or for Mortgagee and does, in fact, pay the same when payable. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage or the Other Agreements, Mortgagor will pay for the same, together with any interest or penalties imposed in connection therewith.

(C) Mortgagor shall keep the Mortgaged Property from and clear of all Encumbrances (including, without limitation mechanics liens and other similar liens or claims for liens) of any and every kind and nature except those described in Paragraph 3.2 above, and shall promptly pay or cause to be paid, at and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee, evidence satisfactory to Mortgagee of the payment and discharge thereof. To prevent default hereunder, Mortgagor may indemnify Mortgagee, by a means determined solely by and acceptable to Mortgagee, against loss by reason of such an Encumbrance which Mortgagor may desire to contest. If, in accordance with the terms of this Mortgage, Mortgagee makes payment of any such Encumbrance, Mortgagee shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(D) Mortgagor shall not, at any time or times hereafter, pledge, hypothecate or otherwise encumber all or any portion of the Mortgaged Property or Mortgagor's interest therein. Without the prior written consent of Mortgagee, Mortgagor shall not sell or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor's interest therein. Mortgagee, in its sole discretion, may deliver or withhold such consent based upon Mortgagee's determination, to its sole satisfaction, of the credit worthiness and ability of the proposed assignee, transferee or purchaser to satisfy perform and discharge Mortgagor's liabilities in a proper and timely fashion and manner. Mortgagee, in its sole discretion, may condition the delivery of its consent upon Mortgagor agreeing to provide for such additional terms and conditions in this Mortgage or Other Agreements as may be acceptable to Mortgagee, in its sole discretion.

(E) All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Mortgaged Property) related or necessary to or used or usable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except those described in Paragraph 3.2 above. Within five (5) days after request by Mortgagee, Mortgagor will execute and deliver to Mortgagee an additional

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security agreement and financing statement, in form and substance acceptable to Mortgagee, covering all such property.

3.3 If Mortgagor, immediately after written demand from Mortgagee, shall neglect or refuse to keep the Mortgaged Property in good operating condition and repair or to replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all encumbrances as herein agreed or otherwise defaults in the performance of Mortgagor's Obligations, Mortgagee, at its sole election, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such obligations. Any amounts paid by Mortgagor in taking such action together with interest thereon at the per annum rate (computed on the basis of a 360-day year and charged for actual days elapsed) equal to CAPITOL BANK OF WESTMONT Base Rate plus 3.0% floating daily from the date of Mortgagee's payment thereof until repaid by Mortgagor to Mortgagee, shall be due and payable by Mortgagor to Mortgagee upon demand, and, until paid, shall constitute a part of the Mortgagor's Liabilities secured by this Mortgage.

Notwithstanding the foregoing, such advances by Mortgagee shall not be deemed to relieve Mortgagor from any Event of Default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Mortgagee and not obligatory upon Mortgagee and Mortgagee shall not in any case be liable to Mortgagor for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Mortgagee may rely upon any bills delivered to it by Mortgagor or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

4. TAXES, INSURANCE AND CONDEMNATION

4.1 (A) Mortgagor, at all times, shall keep and maintain and cause the Companies to keep and maintain the Mortgaged Property fully insured (without co-insurance) against loss or damage by, or abatement of not less than six months of the gross rental income resulting from, fire and such other hazards, casualties and contingencies as Mortgagee, from time to time, may require in companies, form, amounts and for such periods as are satisfactory to Mortgagee, but, in any event, for not less than the balance of the loan indebtedness secured by this Mortgage. All such policies and renewals thereof shall contain, in form and substance acceptable to Mortgagee, standard mortgagee loss payable clauses naming Mortgagee as loss payee, as well as a standard waiver of subrogation endorsement and shall be delivered, as issued, to Mortgagee, with premiums therefor paid in full by Mortgagor. All policies shall provide that they are noncancellable by the insurer without first giving at least thirty (30) days prior written notice to Mortgagee of any intended cancellation. Mortgagor will give and will cause the Companies to give immediate written notice to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty.

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In case of policies about to expire, Mortgagor will deliver to and deposit with and will cause the Companies to deliver to and deposit with Mortgagee renewal policies not less than forty-five (45) days prior to the respective dates of expiration. Mortgagor will deliver and deposit with and will cause the Companies to deliver to and deposit with Mortgagee receipts for the payment of the premiums on all policies and renewals thereof. In the event of foreclosure of this Mortgage or assignment hereof by Mortgagee or transfer of title to the Mortgaged Property in extinguishment of Mortgagor's Liabilities, all right, title and interest of Mortgagor or the Companies in and to any policies then in force shall pass to the purchaser, grantee or assignee.

(B) Full power is hereby conferred on Mortgagor:

- (1) To settle and compromise all claims under all policies;
- (2) To demand, receive and receipt for all monies becoming due and /or payable under all policies;
- (3) To execute, in the name of Mortgagor, the Companies or in the name of Mortgagee, any proofs of loss, notices or other instruments in connection with all claims under all policies; and
- (4) To assign all policies to any holder of Mortgagor's Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of the Mortgage or other transfer of title to the Mortgaged Property.

(C) In the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to Mortgagee and Mortgagor, in its sole and absolute discretion, may:

- (1) Apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either:
 - (a) Toward the alteration, reconstruction, repair or restoration of the Mortgaged Property or any portion thereof; or
 - (b) As a payment on account of Mortgagor's Liabilities (without affecting the amount or time of subsequent payments required to be made by Mortgagor to Mortgagee under the Other Agreements), whether or not then due or payable;

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or

(3) Deliver the same to Mortgagor.

4.2 (A) Mortgagor shall deposit or cause to be deposited into an interest bearing escrow account with Mortgagee on the first (1st) day of each month hereafter, a sum equal to one-twelfth (1/12) of one hundred and fifteen percent (115%) of the total annual real estate taxes arising with respect to the Mortgaged Property for the most recent ascertainable tax year. Mortgagor shall solely be responsible for the payment of said taxes when and to whom said taxes are due.

(B) Upon the occurrence of an Event of Default under this Mortgage, Mortgagor shall deposit or cause to be deposited with Mortgagee on the first (1st) day of each month hereafter until the Mortgagor's liabilities are fully paid, a sum equal to one-twelfth (1/12) of the one hundred and fifteen percent (115%) of the total annual charges arising with respect to the Mortgaged Property for the most recent ascertainable tax year. Subject to the provisions of this Paragraph, Mortgagee shall pay, when and to whom due and payable under applicable law, all of the aforesaid charges. Notwithstanding the foregoing, Mortgagee does not hereby assume any of such obligations under said laws to make such payments and nothing contained herein or in the Other Agreements shall require Mortgagor to perform any such obligations of Mortgagor except for the making of the aforesaid payments in accordance with and subject to the above specified terms.

(C) If the deposits required by Subparagraph (B) above are insufficient to pay the Charges for which they are provided, on or before thirty (30) days before the same shall become due and payable, Mortgagor shall deposit with Mortgagee such additional monies as are necessary to pay, in full, such Charges.

4.3 (A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, without limitation, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property) hereby are assigned to Mortgagee as additional Security for the payment of Mortgagor's liabilities (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein).

(B) Mortgagee shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Mortgagor's name, in Mortgagee's name or in both names), and may, in its sole and absolute discretion, use such proceeds for any one or more of the following purposes:

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- (1) Apply the same, or any part thereof, to Mortgagor's Liabilities, whether or not then matured and without affecting the amount or time of subsequent payments required to be made under the Notes or the Other Agreements;
- (2) Use the same, or any part thereof, to satisfy perform or discharge any of the Mortgagor's Obligations;
- (3) Use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Mortgagee; or
- (4) Release the same to Mortgagor.

(C) Mortgagor, immediately upon request by Mortgagee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Mortgagee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Mortgagee of, all such awards, free and clear of all Encumbrances except those Encumbrances described in Paragraph 3.2 of this Mortgage. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor's Liabilities shall continue to be due and payable, until any such award or payment shall have been actually received by Mortgagee, and any reduction in Mortgagor's Liabilities resulting from the application by Mortgagee of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, expenses and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

5. LEASES AND RENTS

5.1 So long as there shall not have occurred an Event of Default under this Mortgage, or any event which, with notice or lapse of time or both would become an Event of Default under this Mortgage, Mortgagor shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same, in trust, to be applied first to the payment of all charges upon the Mortgaged Property, second to the cost of the maintenance of insurance policies upon the Mortgaged Property

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required hereby, third to the maintenance and repairs required hereby and last to the payment of Mortgagor's liabilities, before using any part of the Rents for any other purposes.

5.2 At all times, Mortgagee or any of the Mortgagee's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Mortgagor, Mortgagee, a nominee of Mortgagee or in any or all of said names.

5.3 Unless Mortgagee notifies Mortgagor thereof in writing that it dispenses with any one or more of the following requirements, Mortgagor shall: (a) promptly upon Mortgagor's receipt or learning thereof, inform Mortgagee, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors of the Leases; (b) not permit or agree to any material extension, compromise or settlement or made any material change or modification of any kind or nature of or with respect to the Leases or the terms thereof; and (c) promptly upon Mortgagor's receipt or learning thereof, furnish to and inform Mortgagee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.4 Within fifteen (15) days after demand therefor by Mortgagee, Mortgagor shall deliver to Mortgagee, in form and substance acceptable to Mortgagee a detailed certified rent roll of all the Leases and such other matters and information relating thereto as Mortgagee may request.

5.5 Upon the occurrence of an Event of Default under this Mortgage, and dated the date hereof with appropriate insertions the terms and conditions of the Assignments of Rents and Leases for each of the Premises shall effect the absolute assignment thereof pursuant to the terms and conditions therein to Mortgagor.

5.6 Mortgagor shall provide Mortgagee evidence by May 30, 1989 that the subject premises have been fifty-percent (50%) leased as of April 28, 1989. Mortgagor represents and warrants that the premises shall remain a minimum of fifty-percent (50%) leased for the remainder of the Mortgage.

6. DEFAULT

6.1.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(A) If Mortgagor shall fail or neglect to perform, keep or observe any of the Mortgagor's Obligations;

(B) If any material statement, report or certificate made or delivered to Mortgagee by Mortgagor or any of its officers, employees or agents to Mortgagee is not true and correct;

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(C) If Mortgagor shall fail to pay the Mortgagor's Liabilities, when due and payable or declared due and payable;

(D) If the Mortgaged Property or any other of Mortgagor's assets are attached, seized, subjected to a writ of distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (20) days thereafter;

(E) If a petition under any section or chapter of the Bankruptcy Code of 1984 with all amendments thereto or any similar law or regulation shall be filed by Mortgagor or if Mortgagor shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Mortgagor for its dissolution or liquidation;

(F) If Mortgagor is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Code of 1984 or any similar law or regulation is filed against Mortgagor or any one or more of them or if any case or proceeding is filed against Mortgagor for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (30) days after the entry or filing thereof;

(G) If an application is made by Mortgagor for the appointment of a receiver, trustee or custodian for the Mortgaged Property or any other of Mortgagor's assets;

(H) If an application is made by any Person other than Mortgagor for the appointment of a receiver, trustee, or custodian for the Mortgaged Property or any other of Mortgagor's assets and the same is not dismissed within thirty (30) days after the application therefor;

(I) If a notice of any Charge is filed of record with respect to all or any of Mortgagor's assets, or if any charge at any time or times hereafter becomes an Encumbrance upon the Mortgaged Property or any other of Mortgagor's assets and the same is not released or contested in such manner as to stay the enforcement thereof within thirty (30) days after the same becomes an Encumbrance; or

(J) The occurrence of a default or an Event of Default under any or the Other Agreements including but not limited to the Secured Note, the Assignments of Rents and Leases, the Guaranties, the Security Agreement, and the Assignment of Beneficial Interests, which is not cured within the time, if any, specified therefor in such agreement, instrument or document.

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6.1.2 The occurrence of any one of the following events, without the prior written consent of the Mortgagee, shall also be an immediate Event of Default and default hereunder:

(A) If the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, installment sale, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrances or alienation of the Premises or any part thereof, or interest therein, excepting only sales or other dispositions of fixtures or improvements no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such fixtures or improvements have been replaced and are subject to the first and prior lien hereof, and are of at least equal value and utility;

(B) If the Mortgagor is a trustee, then if an beneficiary of the Mortgagor shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgagor;

(C) If the Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation; provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this Section (c) shall be inapplicable;

(D) If the Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner, general or limited, or joint venturer in such partnership or joint venture, shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section shall not apply (i) to liens securing the Mortgagor's liabilities, (ii) to the lien of current taxes and assessments not in default or (iii) to any transfers of the Premises or part thereof, or interest therein, or any beneficial interests, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests as the case may be, in the Mortgagor or any beneficiary of a Trustee Mortgagor by or on behalf of an owner

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thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Section shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagor or any beneficiary of a Trustee Mortgagor.

6.2 Upon the occurrence of an Event of Default, without notice to or demand of Mortgagor, all of the Mortgagor's Liabilities shall become immediately due and payable, and Mortgagee, in its sole discretion and at its sole election, without notice of such election, and without demand, may exercise any other relief as provided under any of the Other Agreements including, but not limited to Secured Note, Assignments of Rents and Leases, Guaranties, Security Agreement and Assignment of Beneficial Interests and do any one or more of the following:

(A) Collect Mortgagor's Liabilities at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of such Event of Default and the exercise of such option, Mortgagor's Liabilities shall bear interest, for the date of such Event of Default, at the rate provided in Paragraph 3.3 hereof).

(B) Either with or without process of law, forcibly or otherwise enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the same, receive all Rents as provided under the Assignment of Rents and Leases, and issue receipts therefore, manage, control and operate the Mortgaged Property as fully as Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the same or any part thereof, from time to time and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. Mortgagor agrees to surrender possession of the Mortgaged Property to Mortgagee immediately upon the occurrence of an Event of Default. If Mortgagor shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such Event of Default, such possession shall be as a tenant at sufferance of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any receiver appointed as provided

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below, after such Event of Default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by Mortgagor, to be applied as provided above in the first sentence of this Subparagraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all, or any part, of the Mortgaged Property, said reasonable monthly rental shall be in amounts established by Mortgagee in its sole discretion. This covenant shall be effective irrespective of any application for, or appointment of, a receiver. Notwithstanding paragraphs 15-1701 of the Code of Civil Procedure, the requirement that said Mortgagee in possession cannot be granted wherein the Mortgagor shows good cause, shall be waived by the Mortgagor.

(C) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect Mortgagor's liabilities. In the event of the commencement of any such suit by Mortgagee, Mortgagee shall have the right, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the fully statutory period of redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other power which may be necessary or usual in such cases for the protection possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Mortgagor's liabilities. In case of a sale pursuant to foreclosure, the premises may be sold as one parcel.

(D) In the event of the commencement of any suit by Mortgagee to foreclose this Mortgage, Mortgagee shall have the right to apply to the court in which such proceedings are pending for entry of an order placing Mortgagee in possession of the Mortgaged Property. In the event an order is entered pursuant to Ill. Rev. Stat., c. 110 15-1701 or any similar law placing Mortgagee in possession of the Mortgaged Property, Mortgagee may thereupon enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the same, receive all rents as provided under the Assignment of Rents and Leases, and issue receipts therefor, manage, control and operate the Mortgaged Property, including, without limitation, make all repairs and replacements deemed necessary by Mortgagee and lease the same, or any part thereof, from time to time, and, after deducting all

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reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in such foreclosure proceedings. At the option of Mortgagee such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing Mortgagee in possession served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor appearing on the records of Mortgagee. If Mortgagor shall remain in physical possession of the Mortgaged Property, or any part thereof, after entry of an order placing Mortgagee in possession, Mortgagor's possession shall be as a tenant at suffrage of Mortgagee and Mortgagor agreed to pay to Mortgagee, to any other Person authorized by Mortgagee, after entry of such order, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by Mortgagor, to be applied as provided above in the second sentence of this Subparagraph and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all or of any part of the Mortgaged Property, said reasonable monthly rental shall be in amounts established by Mortgagee in its sole discretion.

6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of Mortgagor's Liabilities (and allowed in any Judgment of Foreclosure and Order of Sale of the Mortgagee's Property or in any judgment rendered upon this Mortgage and/or the Other Agreements) the following: all of the costs and expenses of taking possession of the Mortgaged Property and of the holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, the costs, charges, expenses and attorneys' fees specified in Paragraph 6.4 below; receivers' fees; any and all expenditures which may be paid or incurred by or on behalf of Mortgagee for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates, if necessary, and similar data and assurances with respect to the title to the Mortgaged Property; all prepayment of life premiums, if any, provided for in the Other Agreements; and all other fees, costs and expenses which Mortgagee deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment of life premiums, fees and other expenditures shall be a part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.3 hereof from the date of Mortgagee's payment thereof until repaid to Mortgagee.

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6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Mortgagee shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to this Mortgage, the Other Agreements or Mortgagor's Liabilities, or if Mortgagee shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advice with respect to this Mortgage the Other Agreements or Mortgagor's Liabilities, and whether in court proceedings or otherwise, such expenses and all of Mortgagee's reasonable attorneys' fees shall be part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.3 hereof from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 6.3 above; second, to the balance of the Mortgagor Liabilities; and third, the surplus, if any, to Mortgagee.

6.6 In the event of the commencement of judicial proceedings to foreclose this mortgage, Mortgagor, on behalf of itself, its successors and assigns, and each and every Person it may legally bind acquiring an interest in or title to the Mortgaged Property subsequent to the date of this Mortgage, (a) does hereby expressly waive any and all rights of appraisal, valuation, stay extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (b) does hereby agree that when sale is had under any judgment of foreclosure of this Mortgage, upon confirmation of such sale, the officer making such sales shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the Person in whose favor the order or decree is entered, the amount of his bid therefor.

6.7 Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any other sums required to be paid by or for the account of Mortgagor under the terms of this Mortgage or the Other Agreements, as the same become due under this Mortgage or the Other Agreements, or for any other of Mortgagor's Liabilities which shall become due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

6.8 No right or remedy of Mortgagee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and Mortgagee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy

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available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any Event of Default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent Event of Default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Mortgagee. No terms or conditions contained in this Mortgage or the Other Agreements may be waived, altered or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

6.9 Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all of Mortgagor's liabilities, including all prepayment or like premiums, if any, provided for therein or with respect thereto and payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee for the preparation, execution and/or recording of such release.

6.10 Upon occurrence of an Event of Default and acceleration of the maturity of Mortgagor's liabilities as provided herein, a tender of payment thereof by Mortgagor, or any other Person, or a payment thereof received upon or on account of a foreclosure of this Mortgage or Mortgagee's exercise of any of its other rights or remedies under this Mortgage, the Other Agreements or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Mortgagor of Mortgagor's liabilities and, therefore, such payment must, to the extent permitted by law, include the premiums and other payments required under the prepayment privilege, if any, contained in the instruments, documents and/or agreements pursuant to which such arise and/or exist.

6.11 If fulfillment of any provision herein or in the Other Agreements, at the time performance of such provision becomes due, involves exceeding such highest lawful contract rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful contract rate. If by any circumstance Mortgagee shall ever receive as interest an amount which would exceed such highest lawful contract rate, the amount which may be deemed excessive interest shall be applied to the principal of Mortgagor's liabilities and not to interest.

6.12 Any failure of Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage or the Other Agreements executed and delivered by Mortgagor in connection herewith shall not be deemed to be a waiver of any of the terms and provisions thereof, and Mortgagee, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions thereof to be performed by Mortgagor. Neither Mortgagor, nor any other

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Person now or hereafter obligated for the payment of the whole or any part of Mortgagor's Liabilities, shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property or the failure of Mortgagee to comply with any request of Mortgagor, or of any other Person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or the Other Agreements, or by reason of the release, regardless of consideration, of the security held for Mortgagor's Liabilities or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Mortgagee extending the time of payment of Mortgagor's Liabilities or modifying the terms of the Other Agreements or this Mortgage without first having obtained the consent of Mortgagor or such other Person, and, in the latter event, Mortgagor, and all such other Persons, shall continue liable on account of Mortgagor's Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by Mortgagee. Mortgagee, without notice, may release, regardless of consideration, any part of the security held for Mortgagor's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may resort for the payment of Mortgagor's Liabilities to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

6.13 The Mortgagor hereby waives all rights of redemption under the provision of the Illinois Mortgage Foreclosure Law of Illinois as it now exists or hereafter amended from time to time.

7. MISCELLANEOUS

7.1 Every provision for notice, demand or request required in this Mortgage, or the Other Agreements or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon), or mailed to, as hereinafter provided, the party entitled hereto or on its successors or assigns. If filed, such notice, demand or request shall be made certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the fifth (5th) day following posting as aforesaid. For the purposes herein, notices shall be sent to Mortgagor and Mortgagee as follows:

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To Mortgagor:

At Mortgagor's address as
immediately follows its signature

with a copy to: James O'Neal
Attorney at Law
33 North Dearborn Street
Chicago, Illinois 60602

To Mortgagee: Capitol Bank of Chicago
100 East Ogden Avenue
Westmont, Illinois 60559

with a copy to: Kamerman Freedman Anselmo and Lindberg
Attorneys at Law
2011 Swift Drive - Box A
Oak Brook, IL 60521

7.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee.

7.4 This Mortgage was executed and delivered in, and, except as otherwise specifically stated in any given paragraph hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois or, if to the benefit of Mortgagee, the laws and decisions of the State of Illinois.

7.5 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

7.6 To the extent that any of Mortgagor's Liabilities represent funds utilized to satisfy any outstanding indebtedness or obligations secured by liens, rights or claims against the Mortgaged Property or any part thereof, Mortgagee shall be subrogated to any and all liens, rights, superior titles and equities owned or claimed by the holder of any such outstanding indebtedness or obligation so satisfied, however remote, regardless of whether said liens, rights, superior title and equities are by the holder(s) thereof assigned to Mortgagee or released.

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IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered as of the day and year first above written.

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

Capitol Bank and Trust Company
not individually but solely
as trustee under Trust
Agreement dated January 4, 1989
and known as Trust No. 1654

By: *Robert J. ...*
Assistant ~~XXXXXXXXXXXXXXXXXXXX~~ TRUST OFFICER

Attest: *Sharon K. ...*
Assistant ~~XXXXXXXXXXXX~~ TRUST OFFICER

Carl Ivanelli, Jr.
Carl Ivanelli, Jr.
as sole beneficiary of
Trust No. 1654

BOX 333 - GG

MAIL TO:

This document prepared by:

Thomas J. Anselmo
KAMERMAN FREEDMAN ANSELMO AND LINDBERG
2011 Swift Drive Box A
Oak Brook, Il. 60521
(312) 571-8517

1989 FEB 10 AM 3 11
COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED _____ UNDER TRUST NO. _____

This Mortgage is executed by _____, not personally but as trustee under Trust No. _____ in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said _____ hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed creating any liability on the part of said mortgagor or grantor, or on said _____ personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, in any, being hereby expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every Person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said _____ personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

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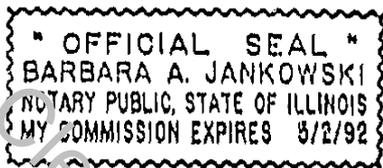
COUNTY OF COOK)
STATE OF ILLINOIS)

I, Barbara A. Jankowski, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Robert O. Jones, Assistant ~~Trust Officer~~ Trust Officer of CAPITOL BANK AND TRUST and Sharon K. Crowley, Assistant Trust Officer, ~~Trust Officer~~ of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant ^{ATO} ~~Trust Officer~~ and Assistant Trust Officer ~~Trust Officer~~ 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, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said 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 for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of February, A.D. ~~1989~~ 1989

Barbara A. Jankowski
Notary Public

My commission expires
May 2, 1992



Notary Public
Cook County
Clerk's Office

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Exhibit A

LEGAL EXHIBIT

5950 West 60th Street, Bedford Park, Illinois

THAT PART OF LOT 1, LYING SOUTH OF THE NORTH 285.25 FEET THEREOF, IN THIRD INDUSTRIAL SUBDIVISION, CLEARING, ILLINOIS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 1955 FEET THEREOF) EXCEPTING FROM THE TRACT DESCRIBED THE FOLLOWING PARCEL - BEGINNING AT A POINT ON THE EAST LINE OF LOT 1 AFORESAID WHICH IS 170 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTH LINE OF THE NORTH 285.25 FEET THEREOF; THENCE WEST ALONG SAID LINE 46.25 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF THE NORTH 341.86 FEET OF SAID LOT 1 WHICH IS 25 FEET WEST OF THE EAST LINE THEREOF; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

P.L.N. 10-20-216-007

Cook County Clerk's Office

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