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CAUTION: Consult a lawyer before using or acting on this form.
All warranties, including merchantability and fitness, are excluded.

THE MORTGAGOR Pasquale Santini, Inc.
1405 Jerome Ave
of the ~~Brooklyn~~ in the County of
~~New York~~ and State of ~~New York~~. Mortgage
and Warrant to R.G. Capital Corporation
~~271 Madison Ave~~
of the _____ County of ~~New York~~
_____ and State of ~~New York~~
to secure the payment of one certain promissory note _____, executed
by the mortgagor _____, bearing even date herewith, payable to the order
of R.G. Capital Corporation in the
principal amount of Three Hundred Fifty
Thousand and 00/100 (\$350,000.00) Dollars

89147152

Above Space For Recorder's Use Only

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the following described real estate, to-wit:

Lot 319 in Centrex Industrial Park Unit 195, being a subdivision
in the southeast 1/4 of Section 34, Township 41 North,
Range 11, East of the Third Principal Meridian IN COOK COUNTY, IL

PIN 08-34-402-040
1300 DEVON AVE
ELK GROVE VILLAGE IL

89147152

0051-01 RECORDING
142222 1000 04/04/89 19:38:19
41361 + 85 - 147152
COOK COUNTY RECORDER

89147152

016-6444

CITIC

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights
under and by virtue of the Homestead Exemption Laws of this State
SUBJECT ALSO TO THE PROVISIONS OF THE RIDER ATTACHED HERETO.

Dated this 14th day of March, 1989.

Please print or type name(s)
below signature(s)

PASQUALE SANTINI, INC. (SEAL)
Michael McLaughlin (SEAL)
By: Michael McLaughlin,
President Secretary (SEAL)

(SEAL)

This instrument was prepared by DENISE M. ELMER, MYERSON + KUHN,
(NAME AND ADDRESS) 237 PARK AVE, N.Y., N.Y. 10017
Denise Elmer

19 Mar

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11/11/2011

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RIDER B TO MORTGAGE

dated March 14, 1989

between

PASQUALE SANTINI, INC.,

as Mortgagor, and

R.G. CAPITAL CORPORATION,

as Mortgagee

1. If there is any conflict between the provisions of the printed form and the provisions of this Rider, the provisions of this Rider shall prevail.

2. The whole of the debt secured hereby shall immediately become due and payable at the option of the Mortgagee, and thereupon the Mortgagee shall have the right, among others, to foreclose this Mortgage in whole or in part, upon the happening of any one or more of the following:

(a) If any representation or warranty made by the Mortgagor in the note of even date herewith made by the Mortgagor (the "Note"), the payment of which is secured hereby, or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note shall prove false or misleading in any material respect.

(b) After Mortgagor has failed to pay any installment of principal or interest.

(c) After Mortgagor has failed for a period of five (5) days after written notice and demand either in assigning and delivering the policies insuring the buildings and improvements now or hereafter located on the premises against loss by fire or other hazards or in reimbursing the Mortgagee for premiums paid on such insurance or fails to pay any real estate taxes imposed against the Premises.

(d) After Mortgagor has failed for a period of ten (10) days after written notice to furnish a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the Mortgage debt.

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(e) If Mortgagee agrees that Mortgagor may further mortgage the premises, or if Mortgagor shall be in default under any other mortgage on the premises to which this Mortgage is senior or subordinate, or if there shall have occurred any failure by Mortgagor as mortgagor under any such mortgage to make or cause to be made any payment of money thereunder (including principal, interest, taxes, insurance premiums and other sums) which after notice or the passage of time or both will result in such default, or should an action be instituted for the foreclosure of any lien prior or subordinate to this Mortgage affecting the premises or the buildings and improvements now or hereafter located thereon provided, however, that if Mortgagor within five (5) days of the commencement so of such action, bonds such lien, or contests such lien in a manner which shall prevent the enforcement thereof against the premises and prevents the forfeiture of all or part of the premises, then there shall be no default hereunder.

(f) Failure, after ten (10) days' written notice from the Mortgagee to remove or bond any Federal tax lien or any other lien, claim or encumbrance affecting or purporting to affect the title to the premises or the buildings and improvements now or hereafter located thereon or any portion thereof (except for liens for real estate taxes not yet due and payable).

(g) In the event the Mortgagor enters into a lease (ground lease, net lease or otherwise) for all or substantially all of the premises, or sells, conveys, assigns or otherwise transfers title to the whole or any part of the premises or of the buildings and improvements now or hereafter located thereon or of the income therefrom (other than such assignments, mortgages or encumbrances as may be held by Mortgagee), unless consented to in writing by the Mortgagee; *provided, however, that a lease of five years or less of a part of the premises to an occupant thereof shall*

(h) If a case (or similar request for relief) in ~~no~~ *not* bankruptcy is commenced, whether voluntary or *require* involuntary, or if a petition for reorganization, an arrangement or other relief under any bankruptcy or *the* insolvency law or for a receiver, custodian or trustee *Consent* for any of the property of the Mortgagor is filed, by *of the* or against the Mortgagor which is not dismissed within thirty (30) days, or if a receiver, custodian or trustee of any property of Mortgagor is appointed and is not discharged within thirty (30) days, or if an assignment for the benefit of creditors is made or

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Mortgagee
(Signature)

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consented to by the Mortgagor or if the Mortgagor admits its or his inability to pay its or his debts or is adjudged insolvent by any State or Federal court of competent jurisdiction, or if an attachment or execution is levied against any substantial portion of the property of the Mortgagor which is not discharged within thirty (30) days.

(i) If a default or event of default shall occur (after the expiration of any applicable grace period or the giving of any required notice) under the Note or any guarantee executed by a guarantor in favor of the Mortgagee.

3. In the event that any payment due under the Note shall become overdue for a period in excess of five (5) days, a late charge of four (4) cents for each dollar of principal and interest so overdue may be charged by the Mortgagee for the purpose of defraying the expenses incident to handling such delinquent payment.

4. The Mortgagor covenants and agrees to promptly discharge within thirty (30) days any mechanic's, materialman's or other lien which may be filed against the mortgaged premises, other than liens for local real estate taxes and assessments not yet due and payable.

5. The Mortgagor represents and warrants that all improvements to be constructed on the premises and all plans and specifications with respect thereto comply with all state laws and municipal ordinances and regulations made or promulgated by any governmental agency or authority having jurisdiction over the premises and that, upon completion, said improvements will comply with all such laws, ordinances and regulations and with the rules of the applicable Board of Fire Underwriters.

6. Notwithstanding any taking by eminent domain, change of grade of streets or other injury to or decrease in value of all or any portion of the premises or the buildings and improvements now or hereafter located thereon, by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay interest at the rate set forth in the Note on the entire principal sum secured until any such award or payment shall have been actually received by the Mortgagee and any reduction in the principal sum of the Note resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; said award or payment may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the indebtedness secured hereby

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whether or not then due or payable and without affecting the time or amount of installments, if any, of payments of the remainder of such indebtedness, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the premises or the buildings and improvements now or hereafter located thereon, which may have been altered, damaged or destroyed as a result of any such taking, change of grade or other injury to the premises or the buildings and improvements now or hereafter located thereon, or for any other purpose or object satisfactory to the Mortgagee. In no event shall the Mortgagee be obligated to see to the application of any amount paid over to the Mortgagor; and if prior to the receipt by the Mortgagee of such award or payment, the premises shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right to receive said 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 counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. If the holders of the prior mortgage shall make available to Mortgagor the insurance proceeds or award with respect thereto, then Mortgagee shall make such insurance proceeds or award similarly available, provided that the following conditions shall have been complied with: (i) there shall then be no default by the Mortgagor under this Mortgage; (ii) the amount of the insurance proceeds or award shall be sufficient in Mortgagee's judgment to enable Mortgagor to perform all work necessary for restoration of the premises to their condition prior to the casualty or, if a condemnation, then to as nearly a tenantable unit as is practicable under the circumstances, or, if said proceeds or award is not so sufficient, then Mortgagor shall have satisfied Mortgagee at Mortgagee's option, either by deposit with Mortgagee or otherwise, that Mortgagor has funds sufficient to pay for any deficiency in the cost of the work over the amount of such proceeds or award; and (iii) the insurance proceeds or award shall be retained by Mortgagee and disbursed to Mortgagor on a "progress payment" basis consistent with sound lending practices so that at no time will the cost to complete the restoration exceed the amount of funds held by the Mortgagee as same may consist of said proceeds or award and any deposits made by Mortgagor with Mortgagee.

7. In the event the Mortgagee shall hereafter make any advances or incur any expenses on which, under the provisions of this Mortgage or by law, the Mortgagee is entitled to interest, such interest shall be computed at a rate per annum which shall be the interest rate set forth in the Note.

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8. The Mortgagor will furnish to the Mortgagee, within fifteen (15) days after the mailing by the Mortgagee of a written request therefor, a detailed statement in writing, duly sworn, and covering the period of time specified in such request, showing all income derived from the operation of the premises and of the buildings and improvements now or hereafter located thereon and all disbursements made in connection therewith, and containing a list of the names of all tenants of the whole or any part of the premises and of the buildings and improvements now or hereafter located thereon and all occupants other than those claiming possession through such tenants, the portion or portions of the premises and said buildings and improvements occupied by each such tenant and occupant, the rent and other charges payable under the terms of their leases or other agreements and the period covered by such leases or other agreements. The Mortgagee and its authorized representatives shall have the right to enter and inspect the premises and the buildings and improvements now or hereafter located thereon at all reasonable times.

9. The rights, options, powers and remedies provided for the benefit of Mortgagee herein or by law shall be cumulative and no one or more of them shall be exclusive of the other or others. No delay or failure of the Mortgagee to exercise any right, power, option or remedy herein given or reserved or afforded by law shall constitute a waiver of such right, power, option or remedy or estop the Mortgagee from exercising same or any other right, power, option or remedy at any time. The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided with regard to subsequent defaults. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided with regard to subsequent defaults. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's failure to pay the entire sum then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, and Mortgagee shall be at all times hereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this Mortgage conferred upon it upon the occurrence of a default, and the right to proceed with a foreclosure of this Mortgage shall in no way be impaired,

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whether any of such amounts are received prior or subsequent to notice of such default or the commencement of such foreclosure. Should Mortgagee waive any default by Mortgagor hereunder or waive any right, power, option or remedy on occasion, such waiver shall not operate as a waiver of any subsequent default or the exercise of any right, power, option or remedy on a subsequent occasion.

10. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision hereof, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been included herein or therein.

11. If Mortgagor shall at any time fail to make any payment or perform any act under this Mortgage required to be made or performed by it within the time periods provided therefor, including any grace periods, then Mortgagee, without waiving or releasing Mortgagor from any obligation or default under the instrument requiring such payment or performance, may at any time perform such act for the account and at the expense of Mortgagor. All reasonable sums so paid by Mortgagee and all reasonable costs and expenses incurred by Mortgagee in connection with the performance of any such act shall be paid by Mortgagor to Mortgagee upon demand with interest at the rate of interest set forth in the Note from the date of the payment or incurrence thereof, and the same shall be deemed to be secured by this Mortgage and shall be a lien on the property covered by this Mortgage prior to any right, title to, interest in or claim upon the property covered by this Mortgage attaching subsequent to the lien of this Mortgage.

12. This Mortgage shall be governed by, and construed according to, the laws of the State of Illinois.

13. All of the grants, terms, conditions, provisions and covenants of this Mortgage shall run with the land, shall be binding upon the Mortgagor and shall inure to the benefit of the Mortgagee, subsequent holders of this Mortgage and their respect successors and assigns. For the purpose of this Mortgage, the term "Mortgagor" shall include and refer to the Mortgagor named herein, any subsequent owner of the mortgaged property, or any part thereof, and their respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.

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14. In the event that the payment of any charges, fees or other sums due hereunder or under the Note or any such other agreement, which are or could be held to be in the nature of interest and which would subject the Mortgagee to any penalty or forfeiture under applicable law, then ipso facto, the obligations of the Mortgagor to make such payment shall be reduced to the highest rate authorized under applicable law. Should the Mortgagee receive any payment which is or would be in excess of the highest rate authorized under law, such payment shall have been, and shall be deemed to have been, made in error, and shall automatically be applied to reduce the outstanding balance of the indebtedness.

15. At the written request of the Mortgagee, the Mortgagor will deliver to the Mortgagee, with reasonable promptness after the close of its fiscal year, a balance sheet and statement of profit and loss setting forth in each case, in comparative form, figures for the preceding year relating to the mortgaged premises. Throughout the term of this Mortgage, the Mortgagor will deliver to the Mortgagee, with reasonable promptness, such other information with respect to the Mortgagor as the Mortgagee may reasonably request from time to time. All financial statements of the Mortgagor shall be prepared in accordance with generally accepted accounting principles and shall be delivered in duplicate to the Mortgagee.

16. Any notices or other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when delivered in person or sent by United State registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses contained herein. Either party may change its address by notice to the other party as provided for herein.

17. This Mortgage is subordinated to:

the present outstanding principal balance of the Mortgage given by the Mortgagor to the Franklin Park Bank dated April 22, 1977 and recorded on May 26, 1977 in the office of the Clerk of Cook County as document number 23943143, as extended pursuant to an Extension Agreement dated February 8, 1978.

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this _____ day of _____

(Impress Seal Here)

Notary Public

Commission Expires _____

STATE
THE COMMONWEALTH OF NEW YORK)
COUNTY OF ~~SUFFOLK~~ NEW YORK) SS.:

On this 14th day of March, in the year 1989, before me personally came MICHAEL McLAUGHLIN to me known, who being by me duly sworn, did depose and say that he resides at 800 BREMY WAYMAN, MASS.; that he is a SECRETARY of PASQUALE SANTINI, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Milton Brenner
Notary Public

MILTON BRENNER
NOTARY PUBLIC, STATE OF MASSACHUSETTS
No. 547200
Qualified in Massachusetts County
Commission Expires August 31, 1990

MILTON BRENNER
NOTARY PUBLIC, STATE OF NEW YORK
No. 547200
Qualified in the County of _____
Commission Expires August 31, 1990

H91A7152

Box _____

Real Estate Mortgage
Statutory Form.

PASQUALE SANTINI, INC.

TO

R.G. CAPITAL CORPORATION

MAIL TO:

Denise M. Elmer, Esq.
Myerson & Kuhn
237 Park Avenue
New York, New York 10017

GEORGE E. COLE
LEGAL FORMS