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and - or the operation and convenience of the buildings and improvements forming a part of and or used in connection with the real estate rights and interests of every name and nature now or hereafter owned by the mortgagor, the mortgagor does hereby GRANT, RELEASE, REMISE, ALIEN, MORTGAGE and CONVEY unto the mortgagee all and sundry the property (herein together with the property mentioned in the next succeeding paragraphs hereto, called the "premises") legally described in Exhibit A attached hereto and made a part hereof.

That to secure the payment of the principal of and interest and premium, if any, on the Note according to its tenor and effect and to secure the payment of all other indebtedness hereby secured and the performance and observance of all the covenants, provisions and agreements herein and in the Note contained (whether or not the mortgagor is personally liable for such payment, performance and observance) and in consideration of the premises and ten dollars (\$10.00) in hand paid by the mortgagee to the mortgagor, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by the mortgagor, the mortgagor does hereby GRANT, RELEASE, REMISE, ALIEN, MORTGAGE and CONVEY unto the mortgagee all and sundry the property (herein together with the property mentioned in the next succeeding paragraphs hereto, called the "premises") legally described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

WHEREAS, the mortgagor has, concurrently herewith, executed and delivered to the mortgagee, the mortgagor's promissory note (herein called the "note") dated the date hereof, in the principal sum of EIGHTEEN THOUSAND AND NO/100THS (\$18,000.00) DOLLARS bearing interest at the rate specified therein, due in installments and in any event the balance of the indebtedness if not sooner paid due and payable to the order of the mortgagee on July 13, 1994 and otherwise as provided in the Note which is incorporated by reference and made a part hereof; and

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as herein or in the Note provided, are herein called the "indebtedness hereby secured."

WHEREAS, the mortgagor may ask mortgagee to grant one or more loans to mortgagee in addition to the loan described above, mortgagee may, before this second mortgage is discharged, make additional loans if requested by mortgagee; this second mortgage will protect mortgagee from possible losses that might result from the mortgagor's failure to fulfill its obligations to pay the amount of any of those additional loans including interest, only if the notes secured hereby refer to this second mortgage. Additional loans made by mortgagee may be called "future advances". The principal amount that mortgagee may owe to mortgagee under the Note and under all notes for future advances, not including the amount spent by mortgagee to protect the value of the property and mortgagee's rights in the property, may not be greater than the sum of the pre-existing first mortgage and the Note secured by this second mortgage, at any time before the final discharge of this mortgage.

HEREIN, together with its successors and assigns, including each and every holder of the Note hereinafter referred to, called the "mortgagee"),

THIS SECOND MORTGAGE made this 13th day of JULY, 1989, by CARMEN SCALISE and ANGELINE SCALISE, his wife, (herein, whether one or more, and if more than one jointly and severally, called the "mortgagor") to

RIVER GROVE BANK & TRUST COMPANY, an Illinois corporation (herein, together with its successors and assigns, including each and every holder of the Note hereinafter referred to, called the "mortgagee").

SECOND MORTGAGE

89322483

P.I.M.: 23-33-102-017

ADDRESS: 12730 Westport Drive, Palos Park, Illinois

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2. Maintenance, Repair, Restoration, Prior Liens, Parking, etc. The Mortgagor will (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, without waste, and free from mechanical, materialmen's or like liens or claims or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 the Mortgagee; (d) complete, within a reasonable time, any building or building now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises, except as required by law or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the Premises without the Mortgagee's prior written consent; (h) pay all operating costs of the Premises; (i) initiate or acquiesce in

1. Payment of Indebtedness. The Mortgagor will duly and promptly pay each and every installment of the principal of and interest and premium, if any, on the Note, and all other indebtedness hereby secured, as the same become due, and will duly perform and observe all of the covenants, agreements and provisions herein or in the Note provided on the part of the Mortgagor to be performed and observed.

AND IT FURTHER AGREED THAT:

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if all of the indebtedness hereby secured shall be duly and punctually paid and all the terms, provisions, conditions and agreements herein contained on the part of the Mortgagor or to be performed or observed shall be strictly performed and observed, then this Mortgage and the estate, right and interest of the Mortgagee in the Premises shall cease and become void and of no effect.

TO HAVE AND TO HOLD all and sundry the premises hereby mortgaged and conveyed or intended so to be, together with the rents, issues and profits thereof, unto the Mortgagee forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the uses and purposes herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness hereby secured, or the breach of any covenant or agreement herein contained, or upon the occurrence of any Event of Default as hereinafter defined.

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom; AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether real, personal or mixed, and whether or not affixed or annexed to the real estate are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

located thereon, including (by way of enumeration but without limitation) all furniture, furnishings and equipment used or useful in the operation of the real property or improvements thereon or furnished by Mortgagor to tenants thereof; all building materials located at the said real estate and intended to be incorporated in improvements now or hereafter to be constructed thereon, whether or not incorporated therein; all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler, protection, waste removal, refrigeration and ventilation; and all floor coverings, screens, storm windows, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods and blowers; in each case now or hereafter placed in, on or at the Premises (it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated), but not including tenants trade fixtures.

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(c) Rental insurance in amounts sufficient to pay during any period of up to one (1) year in which the Premises may be damaged or destroyed, all amounts required herein to be paid by the Mortgagee.

(b) Public liability insurance against bodily injury and property damage with such limits as the Mortgagee may require;

(a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Premises;

4. Insurance Coverage. The Mortgagee will insure and keep insured all of the buildings and improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee may from time to time require, and in any event including:

5. Taxes. The Mortgagee will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagee, if applicable to the Premises or any interest therein, or the Indebtedness hereby secured, or any obligation or agreement incurred hereby; and Mortgagee will, upon written request, furnish to the Mortgagee, duplicate receipts therefor. To prevent default thereunder, the Mortgagee will pay in full under protest in the manner provided by statute, any Taxes which the Mortgagee may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, the Mortgagee shall deposit the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, with the Mortgagee. In any event, Mortgagee shall (and if Mortgagee shall fail to do so, the Mortgagee may, but shall not be required to, and for the purpose of this section 5 contained herein shall require the Mortgagee to pay any income, franchise, or excise tax imposed upon the Mortgagee, excepting only such which may be levied against such income, franchise, and for a specific substitute for taxes on the Premises, and then only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

no zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent and (j) provide, improve, grade, surface and thereafter maintain, clean, repair, police and adequately light parking areas within the Premises as may be required by local zoning authorities, codes or other laws which may be greater, together with any sidewalks, alleys, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and will reserve and use all such parking areas solely and exclusively for the purpose of providing ingress, egress and parking facilities for automobiles and other passenger vehicles of Mortgagee or tenants or invitees of tenants of the Premises; and Mortgagee will not reduce, build upon, obstruct, redesignate or relocate any such parking areas, sidewalks, alleys, streets, driveways, sidewalk cuts or paved areas or rights-of-way or lease or grant any rights to use the same to any other person except tenants and invitees of tenants of the Premises without the prior written consent of the Mortgagee.

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(c) Except as provided for in subsection (b) of this section 6, the Mortgagee may apply the proceeds of insurance consequent upon any insured casualty upon the Indebtedness Hereby Secured, in such order or manner as the Mortgagee may elect.

then, if no Event of Default as hereinafter defined shall have occurred and be then continuing and the Mortgagee shall not be in default hereunder, the proceeds of insurance shall be applied to reimburse the Mortgagee for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty; and the Mortgagee hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagee shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.

(1) If, under the terms of any lease or leases which may be prior to this Mortgage, the Mortgagee is obligated to restore, repair, replace or rebuild the Premises or any part thereof so damaged or destroyed, and such Insured Casualty does not result in cancellation or termination of such lease or leases and the Insurers do not deny liability to the Insureds.

(2) If, in the reasonable judgment of the Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the insured casualty, and adequately securing the outstanding balance of the Indebtedness Hereby Secured, or

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and:

(1) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagee, or (ii) allow the Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the Mortgagee may itself adjust losses aggregating not in excess of five thousand dollars (\$5,000.00), and provided further that in any case the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to the Mortgagee upon demand.

6. Proceeds of insurance. The Mortgagee will give the Mortgagee prompt notice of any damage to or destruction of the Premises, and subject to the right of the pre-existing mortgage:

5. Insurance policies. All policies of insurance to be maintained and provided as required by section 4 hereof shall be in forms, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagee will deliver all policies, including additional and renewal policies to the Mortgagee and, in case of insurance policies about to expire, the Mortgagee will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

(d) Steam boiler, machinery and other insurance of the type and in amounts as the Mortgagee may require but in any event not less than customarily carried by persons owning or operating like properties.

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11. Effect of changes in tax laws. In the event of the enactment after the date hereof by any legislative authority having jurisdiction of the Premises of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon the Mortgagee the payment

10. Effect of Extensions of Time, Amendments on Junior Liens and others. If the payment of the Indebtedness hereby secured, or any part thereof, be extended or varied, or if any part of the security, or interest in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any taking a junior mortgage, or other lien upon the Premises or any interest herein, shall take the said lien subject to the rights of the Mortgagee hereinafter to amend, modify and supplement this Mortgage, the Note and the Assignment and Construction Loan Agreement hereinafter referred to, and to extend the maturity of the Indebtedness hereby secured, in each and every case without obtaining the consent of the holder of such Junior Lien and without the lien of this Mortgage losing its priority over the rights of any such Junior Lien.

9. Prepayment privilege. At such time as the Mortgagee is not in default under the terms of the Note, or under the terms of this Mortgage, the Mortgagee shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions, if any, set forth in the Note, but not otherwise.

8. Stamp Tax. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgage, any tax is due or becomes due in respect of the issuance of the Note, the Mortgagee shall pay such tax in the manner required by such law.

7. Condemnation. The Mortgagee hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain, or by condemnation including damages to grade. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness hereby secured then most remotely to be paid, whether due or not, or to require the Mortgagee to restore or rebuild the Premises, in which event, the proceeds shall be held by the Mortgagee and used to reimburse the Mortgagee for the cost of such rebuilding or restoring. If the Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements upon the Premises under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and if such taking does not result in cancellation of such lease or leases, the award shall be used to reimburse the Mortgagee for the cost of restoration and rebuilding, provided always, that the Mortgagee is not in default hereunder and that no event of default has occurred and is then continuing. If the Mortgagee is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by the Mortgagee, and proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, the Mortgagee shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall at the option of the Mortgagee, be applied on account of the Indebtedness hereby secured, then most remotely to be paid, or be paid to any other party entitled thereto. No interest shall be allowed to Mortgagee on account of any award held by Mortgagee.

(d) In the event that proceeds of insurance, if any, shall be made available to the Mortgagee for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagee hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.

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15. Restrictions on Transfer. It shall be an immediate Event

Event of Default exists hereunder or under the Note. accounts shall state whether or not, in their opinion, any default or certified public accountants satisfactory to Mortgagee, in which case such be prepared and certified, pursuant to audit, by a firm of independent Mortgagee may, by notice in writing to the Mortgagee, require that the same Mortgagee in such manner as may be acceptable to the Mortgagee, and the operating statements shall be prepared and certified at the expense of Event of Default exists hereunder or under the Note. Such financial and receipts and disbursements as shall enable Mortgagee to determine whether reasonable detail and in any event including such itemized statements of and operating statements of the Premises for such fiscal year, all in Mortgagee at the place where interest thereon is then payable, financial (90) days after the end of each fiscal year of Mortgagee furnish to the 14. Financial statements. The Mortgagee shall, within ninety

be permitted for that purpose. to inspect the Premises at all reasonable times, and access thereto shall 13. Inspection of Premises. The Mortgagee shall have the right

deem appropriate or may perform the same itself. appropriate and may enter into such contracts therefor as Mortgagee may deem may do so in such amounts and to such persons as Mortgagee may deem Premises or the payment of operating costs and expenses thereof, Mortgagee Improvements or the Premises or the rental, operation or management of the with the completion of construction, furnishing or equipping of the amount of any claim for lien which may be asserted; or (c) in connection any other prior lien, may do so without inquiry as to the validity or claim thereof; (b) for the purchase, discharge, compromise or settlement of validity of any tax, assessment, sale, forfeiture, tax lien or title or hereby authorized (a) relating to taxes and assessments, may do so default on the part of the Mortgagee, in making any payment be considered as a waiver of any right accruing to it on account of any (therein called the "Default Rate"). Inaction of the Mortgagee shall never notice, and with interest thereon at the Default Rate specified in the Note amount of the Note, and shall become immediately due and payable without additional indebtedness hereby secured, whether or not they exceed the operational and usable for its intended purposes, shall be so much costs and expenses thereof, or to keep the Premises and Improvements manage the Premises and such Improvements or to pay any such operating to complete construction, furnishing and equipping or to rent, operate and advanced by the Mortgagee to protect the Premises and the lien hereof, or connection therewith, including attorney's fees and any other monies any of the purposes herein authorized, and all expenses paid or incurred in operational and usable for their intended purposes. All monies paid for connection with the lien, so that the Premises and Improvements shall be costs and expenses, including management fees, of every kind and nature in operate and manage the Premises and such Improvements and pay operating furnishing and equipping of the improvements upon the Premises and rent, assessment, and may, but shall not be required to, complete construction, any tax lien or other prior lien or title or claim thereof, or contest any tax or prior encumbrance, if any, and purchase, discharge, compromise or settle required to, make full or partial payments of principal or interest on expedient to the Mortgagee; and the Mortgagee may, but shall not be the Mortgagee is personally liable therefor) in any form and manner deemed agreement hereinafter referred to required of the Mortgagee (whether or not make any payment of perform any act herein or in the Construction Loan during the period of redemption, if any, may, but shall not be required to, Indebtedness hereby secured or the foreclosure of the lien hereof and default therein, the Mortgagee either before or after acceleration of the 12. Mortgagee's Performance of Mortgagee's Obligations. In case of

Mortgagee therefor. by the Mortgagee, shall pay such taxes or assessments, or reimburse the the holder thereof, then, and in any such event, the Mortgagee, upon demand taxes, so as to affect the Mortgage or the Indebtedness hereby secured, or the Mortgagee's interest in the Premises, or the method of collecting lien relating to the taxation of mortgages or debts secured by mortgages or herein required to be paid by the Mortgagee, or changing in any way of the whole or any part of the taxes or assessments or charges or liens

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16. Uniform Commercial Code. This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the state in which the Premises are located (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 16 called "collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section 16 shall not limit the generality or applicability of any other

beneficiary of a Trustee Mortgage, stock of or partnership or joint venture interest in the Mortgage or any encumbrances upon the Premises, or such beneficial interest in, share of the terms hereof or otherwise, shall acquire any part of or interest in or respect to, and shall be binding upon, any persons who, in accordance with the provision of this Section 15 shall be operated with and/or committee, administrators, estate, personal representatives and/or declared judicially incompetent, to such owner's heirs, legatees, devisees, Trustee Mortgage by or on behalf of an owner thereof who is deceased or interests as the case may be, in the Mortgage or any beneficiary of a joint venture, or shares of stock or partnership or joint venture transfers of the Premises, or part thereof, or interest therein, or any the lien of current taxes and assessments not in default, or (iii) to any not apply (i) to liens securing the indebtedness hereby secured, (ii) to otherwise provided, that the foregoing provisions of this Section 15 shall directly, indirectly, voluntarily or involuntarily, by operation of law or pledge, mortgage, security interest, encumbrance or alienation is effected in each case whether any such conveyance, sale, assignment, transfer, lien,

such partner or joint venturer; interest or joint venture interest, as the case may be, of encumbrance or alienation of any part of the partnership or other lien, pledge, mortgage, security interest or other to or shall suffer or permit any sale, assignment, transfer, partnership or joint venture, shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, then if any partner or joint venturer in such beneficiary of a trustee mortgage is a partnership or joint venture, or if any

(d) If the Mortgage is a partnership or joint venture, or if any corporation is a corporation, or if any corporation is a beneficiary of a trustee mortgage, 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 is provided, that if such corporation is a corporation that is publicly traded on a national securities exchange or on the "over the counter" market, then this Section 15(c) shall be inapplicable;

(c) If the Mortgage is a corporation, or if any corporation is a beneficiary of a trustee mortgage, 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 such beneficiary's beneficial interest in the Mortgage; (b) If the Mortgage is a trustee, then if any beneficiary of the Mortgage 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 the Mortgage, then if any beneficiary hereof, of at least equal value and utility;

(a) If the Mortgage shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein, excepting only sales or other dispositions of collateral (herein called "obsolete collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such obsolete collateral has been replaced by collateral, subject to the first and prior lien hereof, of at least equal value and utility;

of default and default hereunder if, without prior written consent of the Mortgagee which shall not be unreasonably withheld any of the following shall occur:

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provision of this Mortgage but shall be in addition thereto:

(a) The Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the collateral, subject to no liens, charges or encumbrances other than the lien hereof.

(b) The collateral is to be used by the Mortgagee solely for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises.

(c) The collateral will be kept at the real estate comprised in the Premises, and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) by Mortgagor or any other person; and the collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are the Mortgagor and the Mortgagee.

(e) No financing statement covering any of the collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own costs and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statement and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the collateral as security for the indebtedness hereby secured, subject to no adverse liens or encumbrances; and the Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

(f) Upon any default or Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), the Mortgagee at its option may declare the indebtedness hereby secured immediately due and payable, and as more fully set forth in Section 17 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the collateral, or any part thereof, and for that purpose may, so far as the Mortgagee can give authority therefor, with or without judicial process enter (if this can be done without breach of the peace), upon any place which the collateral or any part thereof may be situated and remove the same therefrom (provided that if the collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the collateral for sale, until disposed of, or may propose to retain the collateral subject to Mortgagee's right of redemption in satisfaction of the Mortgagee's obligations, as provided in the Code. The Mortgagee without removal may render the collateral unusable and dispose of the collateral on the premises. The Mortgagee may require the Mortgagor to assemble the collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give Mortgagee at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified

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(iv) The Mortgagor shall be adjudicated a bankrupt, or a
not have been vacated or stayed, or
bankruptcy act or similar law, such proceedings under such
Mortgagor of any involuntary proceedings under such
(iii) Within sixty (60) days after the filing against

(ii) the Mortgagor shall file an answer admitting insolvency
or inability to pay its debts, or

(i) Mortgagor shall file a petition in voluntary bankruptcy
under any chapter of the Federal Bankruptcy Act or any
similar law, state or federal, now or hereafter in
effect, or

(d) If and for the purpose of this Section 17(d) only, the term
Mortgagor shall mean and include not only Mortgagor but any
beneficiary of a Trustee Mortgagor and each person who, as
guarantor, co-maker or otherwise shall be or become liable
for or obligated upon all or any part of the indebtedness
hereby secured or any of the covenants or agreements
contained herein, or,

(c) If default be made in the due and punctual delivery to the
Mortgagee of the financial statements required pursuant to
Section 14 hereof, without notice or period of grace of any
kind; or

(b) If an event of default pursuant to Section 15 hereof shall
occur and be continuing, without notice or period of grace of
any kind; or

(a) If default be made for seven (7) days in the due and punctual
payment of the Note, or any installment thereof, either
principal or interest, as and when the same is due and
payable, or if default be made for seven (7) days in the
making of any payment of moneys required to be made hereunder
or under the Note; or

17. Events of Default. If one or more of the following events
herein called "Events of Default" shall occur:

(h) The terms and provisions contained in this Section 16 shall,
unless the context otherwise requires, have the meanings and
be construed as provided in the Code.

(g) The remedies of the Mortgagee hereunder are cumulative and
the exercise of any one or more of the remedies provided for
herein or under the Code shall not be construed as a waiver
of any of the other remedies of the Mortgagee, including
having the collateral deemed part of the realty upon any
foreclosure thereof so long as any part of the indebtedness
hereby secured remains unsatisfied.

(5) days before the time of the sale or disposition. The
Mortgagee may buy at any public sale and if the collateral is
of a type customarily sold in a recognized market or is of a
price quotations, Mortgagee may buy at private sale. Any
such sale may be held as a part of and in conjunction with
any foreclosure sale of the real estate comprised within the
premises, the collateral and real estate to be sold as one
lot if Mortgagee so elects. The net proceeds realized upon
any such disposition, after deduction for the expenses of
retaking, holding, preparing for sale, selling or the like
and the reasonable attorneys' fees and legal expenses
incurred by Mortgagee, shall be applied in satisfaction of
the indebtedness hereby secured. The Mortgagee will account
to the Mortgagor for any surplus realized on such
disposition.

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19. Proceeds of foreclosure sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 18 hereof; second, all other items which, under the terms hereof, constitute indebtedness hereby secured additional to that evidenced by the Note, with interest on such items as herein provided; third, to interest

18. Foreclosure. When the Indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, photographers' charges, publication costs, and costs (which may be estimated or to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement of defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagee, with interest thereon at the default rate.

17. Foreclosure. When the Indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, photographers' charges, publication costs, and costs (which may be estimated or to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement of defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagee, with interest thereon at the default rate.

(h) If the Premises shall be abandoned as determined by Mortgagee;

(g) If default shall continue for fifteen (15) days after notice thereof by the Mortgagee to the Mortgagor in the due and punctual performance or observance of any other agreement or condition herein or in the Note contained; or

(f) If any default shall exist under the provisions of any pre-existing mortgage of record; or

(e) If any default shall exist under the provisions of Section 23 hereof or under the Assignment referred to in said Section, or

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

(c) or for all or the major part of the Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the Mortgagor's property or the Premises in a major involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or

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22. Waiver. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension of law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. The Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, excepting only interest or title to the judgment creditors of the Mortgagor acquiring any interest or title to the premises subsequent to the date hereof, it being the intent hereof that any

21. Insurance upon foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in each such case made and provided, then in every such case, each and every successive redeemer may cause the preceding loss clause attached to each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, the Mortgagee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

(a) The indebtedness hereby secured or the indebtedness secured by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

20. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not; and the Mortgage hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect for such rents, issues and profits and all other matters which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income for the premises in his hands in part in whole or in part of:

upon the Note; and lastly, any surplus to the Mortgagor, and its successors or assigns, as their rights may appear.

remaining unpaid upon the Note; fourth, to the principal remaining unpaid

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27. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provisions hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every person having an interest therein), and shall inure to the benefit of the Mortgagor and its successors and assigns. Wherever herein the Mortgage is referred to, such reference shall be deemed to include the holder from time

26. Rights Cumulative. Each right, power and remedy herein conferred upon the Mortgagor, is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagor, and the exercise of the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Mortgagor in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

25. Title in Mortgagor's Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to the Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagor. The Mortgagor will give timely written notice to the Mortgagor of any conveyance, transfer or change of ownership of the Premises, but nothing in this section shall constitute a waiver or negate the provisions of section 15 hereof.

24. Mortgage in Possession. Nothing herein contained shall be construed as constituting the Mortgagor a mortgagee in possession in the absence of the actual taking of possession of the Premises by the Mortgagor pursuant to the Assignment.

23. Assignment of Rents. As further security for the indebtedness hereby secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagor a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assigned to the Mortgagor all of the rents, issues and profits and/or any and all leases and/or the rights of management of the Premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Mortgagor further agrees that it will duly perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the Premises to the end that no default on the part of the Mortgagor shall exist thereunder. Nothing herein contained shall be deemed to obligate the Mortgagor to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and the Mortgagor shall and does hereby indemnify and hold the Mortgagor harmless from any and all liability, loss or damage which the Mortgagor may or might incur under any lease of the Premises or by reason of the Assignment; and any and all such liability, loss or damage incurred by the Mortgagor, together with the costs and expenses, including reasonable attorney's fees, incurred by the Mortgagor in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness hereby secured, and the Mortgagor shall reimburse the Mortgagor therefor on demand, together with interest at the default rate from the date of demand to the date of payment.

and all such rights of redemption of the Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by provisions of Chapter 77, Section 18(a) and 18(b) of the Illinois Statutes. The Mortgagor will not invoke or utilize any such law or law or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagor, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

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ANGELINE SCALISE

CARMEN SCALISE

This Mortgage is executed by CARMEN SCALISE and ANGELINE SCALISE, his wife, the day and year first above written. By signing below, Mortgagors accept and agree to the terms and covenants contained in this second Mortgage.

Michael A. DiLella and
Kathleen DiLella
4962 North Merrimac
Chicago, Illinois 60630

(c) Copy to:

Carmen Scalise and
Angeline Scalise
12730 Westport Drive
Palos Park, Illinois

(b) If to the Mortgagor:

River Grove Bank & Trust Company
838 West Belmont Avenue
River Grove, Illinois 60171

(a) If to the Mortgagee:

31. Addresses and Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the following addresses, or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder.

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

29. Waiver of Defense. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

28. Provisions Severable. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

to time of the Note, whether so expressed or not; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated the Mortgagee.



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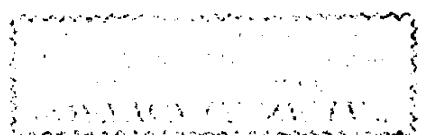
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Permanent Real Estate Index Number: 23-33-102-017

Legal Description: Lot 150 Sandburg Glen, a planned Unit Development Unit Three being part of N. 1/2 of E. 1/2 of N.W. 1/4 of Section 33, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT A

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