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TOGETHER WITH ALL IMPROVEMENTS, ENCUMBRANCES, EASEMENTS, ETC., AND APPURTENANCES THERETO BELONGING, AND ALL RIGHTS, CLAIMS AND INTERESTS OF WHATEVER KIND OR CHARACTER, INCLUDING RIGHTS OF WAY, LIGHT, AIR, VIEW AND OTHERWISE HEREAFTER MENTIONED, SHALL BE CONVEYED TO THE PARTIES HERETO AND THEIR SUCCESSORS IN INTEREST AND BEING THE SAME, TOGETHER WITH ALL RIGHTS HERETOBY CONVEYED AND MORTGAGED AND INTENDED TO BE SO CONVEYED AND MORTGAGED (EXCEPT WHEN OTHERWISE HEREAFTER SPECIFIED) OR ANNEXED OR NOT (EXCEPT WHEN OTHERWISE HEREAFTER SPECIFIED) HEREAFTER DESCRIBED, REAL, PERSONAL AND MIXED, WHETHER AFFIXED TO A PART AND PARCEL OF THE REAL ESTATE, AGREED AND DECLARED TO BE AS A UNIT AND HEREBY UNDERSTOOD, AGREED AND DECLARED TO FORM A PART AND PARCEL OF THE REAL ESTATE, AND SHALL FOR THE PURPOSES OF THIS MORTGAGE BE DEEMED TO BE REAL ESTATE AND CONVEYED AND MORTGAGED HEREBY.

WHICH IS COMMONLY KNOWN AS 1180 NORTH MILWAUKEE, CHICAGO, ILLINOIS AND WHICH, WITH THE PROPERTY HEREAFTER DESCRIBED, IS REFERRED TO HEREIN AS THE "PROMISE". (See attached legal description)

NOW, THEREFORE, Mortgagee to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and of the mortgage note secured hereby, and the performance of the covenants and agreements herein contained, by Mortgagee to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, CONVEY AND TRANSFER unto Mortgagee, its successors and assigns, the following described real estate and all of the same, right, title and interest therein, lying and being in the City of Des Plaines, County of Cook, and State of Illinois, to wit:

"THAT, WHEREAS Mortgagee is justly indebted to Mortgagee upon a Mortgage Note (sometimes referred to herein as "note") in the aggregate principal sum of THREE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$348,750.00) (sometimes referred to as "loan"), evidenced by one certain mortgage note of Mortgagee of even date herewith, made payable to the order of the NATIONAL SECURITY BANK OF CHICAGO and delivered to Mortgagee, in and by which said note Mortgagee promises to pay the principal sum of \$348,750.00 and interest at the rates as provided in said note; with a final payment of the balance due on the 14TH day of December, 1993, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the NATIONAL SECURITY BANK OF CHICAGO, 1030 W. Chicago Avenue, Chicago, Illinois 60622.

"THIS INDENTURE, made December 14, 1989, by and between American National Bank & Trust Company of Chicago, not personally but as Trustee U/A dated 11/28/89 A/K/A Trust No. 109883-01, (herein "Mortgagee"), and the NATIONAL SECURITY BANK OF CHICAGO, a national banking association, (herein "Mortgagee") is hereby acknowledged and recorded in Cook County Recorder's Office, Chicago, Illinois, under the date and time of recording and the number #1108 # D * -90-002495.

MORTGAGE

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IN SENATE
JANUARY 11, 1900
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1899
RELATIVE TO THE
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AND THE
LANDS BELONGING TO THE UNITED STATES
IN THE STATE OF ILLINOIS
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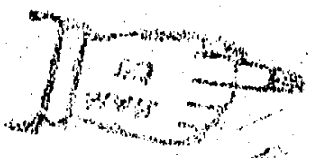
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In addition, Mortgagee shall have the right, in its sole discretion, to require the establishment of an escrow at Mortgagee for the payment of all items listed in this paragraph and paragraph 2, above.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, from companies and in amounts reasonably satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

INSURANCE

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

PAYMENT OF TAXES

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without water, and free from mechanical liens 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 Mortgagor; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in said 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 Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent; (i) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the note.

MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

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In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or the buildings or improvements, 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 to the owner of the equity of redemption. If he shall then be entitled to the same or as the court may direct, in case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said 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 statute in such case made and provided, then and in every such case, each successive redeemer may cause the proceeding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

4. In case of loss, Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If the insurer do not deny liability as to the insured, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements on said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undischarged balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of the work here and clear of liens.

ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE

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STAMP TAX

5. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgages, any tax is due or becomes due in respect of the issuance of the note hereby secured, Mortgages and agrees to pay such tax in the manner required by any such law. Mortgages further covenants to hold harmless and agrees to indemnify Mortgages, its successor or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

FUTURE ADVANCES

6. This Mortgage shall secure future advances, if any, made by Mortgages under any subsequent agreement unless otherwise provided herein. All such advances made shall be secured hereby and shall have and be entitled to the same lien priority as that indebtedness first extended to Mortgages by Mortgages under the Mortgage Note. All future advances shall be made under the terms of this note or new notes and in no event shall be made after twenty years from the date hereof.

PREPAYMENT PRIVILEGE

7. At such time as Mortgages is not in default either under the terms of the note secured hereby or under the terms of this mortgage, Mortgages shall have the privilege of making prepayments on the principal of said note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in said note.

OBSERVANCE OF LEASE ASSIGNMENT

8. In the event Mortgages, as additional security for the payment of the indebtedness described in and secured hereby, has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Mortgages, its successors and assigns, any interest of Mortgages as lessor in any lease or leases, Mortgages expressly covenants and agrees that it, Mortgages, as lessor under such lease or leases assigned, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgages shall suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases of the premises given as additional security for the payment of the indebtedness secured hereby and such default shall continue for three (3) days, then and in any such event, such breach or default shall constitute a default hereunder.

EFFECT OF EXTENSIONS OF TIME.

9. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said 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, the right of recourse against all such persons being expressly reserved by Mortgages, notwithstanding such extension, variation or release.

EFFECT OF CHANGES IN LAWS REGARDING TAXATION

10. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgages' interest in the property or the manner of collection of taxes, so long as the interest in the property is not secured

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13. If (a) default be made in the due and punctual payment of said notes, or any installment due in accordance with the terms thereof, either of principal or interest and such default shall not be cured within the earlier of ten (10) days following the delivery of notice thereof to Mortgagor or as otherwise provided in said notes; or (b) Mortgagor shall file a petition in voluntary bankruptcy or under Chapter 7, Chapter 11, or Chapter 13 of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts within ten (10) days; or (c) Mortgagor shall fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (d) Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken

ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT

12. Mortgagor in making payments hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

MORTGAGOR'S RELIANCE ON TAX BILLS, ETC.

11. In case of default therein, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagor to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at a rate which is five percent (5%) in excess of the mortgage rate. Inaction of Mortgagor shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

MORTGAGOR'S PERFORMANCE OF DEFAULTED ACTS

10. hereby or the holder thereof, then, and in any such event, Mortgagor, upon demand by Mortgagor, shall pay such taxes or assessments, or reimburse Mortgagor therefor; provided, however, that if in the opinion of counsel for Mortgagor (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagor may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice. Notwithstanding anything to the contrary contained herein, Mortgagor shall not be liable for any federal, state or local income, excess profit, franchise or capital stock taxes of Mortgagor.

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REMEDIES; FOREBEARANCE

15. 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 the preceding paragraph hereof; second, all other items under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to mortgagor, its successors or assigns, as their rights may appear.

APPLICATION OF PROCEEDS OF FORECLOSURE SALE

14. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, mortgagor shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of mortgagor for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as mortgagor may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, 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 mortgagor in any litigation or proceeding affecting this mortgage, the note or said premises, including probate, housing and building code violation, and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by mortgagor, with interest thereon at a rate which is five percent (5%) in excess of the mortgage rate and shall be secured by this mortgage.

FORECLOSURE; EXPENSE OF ALL TYPES OF LITIGATION

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, mortgagor shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of mortgagor for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as mortgagor may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, 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 mortgagor in any litigation or proceeding affecting this mortgage, the note or said premises, including probate, housing and building code violation, and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by mortgagor, with interest thereon at a rate which is five percent (5%) in excess of the mortgage rate and shall be secured by this mortgage.

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18. To further secure the indebtedness secured hereby, Mortgagor does hereby sell, assign and transfer unto Mortgagor all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease insofar as it pertains to the premises or any part thereof, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagor under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the rents, issues and profits thereunder, unto Mortgagor, and Mortgagor does hereby appoint irrevocably Mortgagor its true and lawful attorney in the name and stead (with or without taking possession of the premises as provided in paragraph 18 hereof) to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms a Mortgagor shall, in its discretion, determine, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on said premises, with the name rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Mortgagor would have had if it had taken possession pursuant to the provisions of paragraph 19 hereof.

ASSIGNMENT OF RENTS AND LEASES

17. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and Mortgagor hereunder or any holder of the note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers 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 from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or 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 foreclosure sale; (b) the deficiency in case of a sale and deficiency.

APPOINTMENT OF RECEIVER

16. In addition to each and every remedy heretofore or hereafter described or otherwise existing by law or equity for Mortgagor's breach of any of the terms of this Mortgage or the Mortgage Note it secures, Mortgagor grants Mortgagor, its successors and assigns, the right of set-off against and a lien upon any deposit, moneys, credits and other property held by such Mortgagor, successor or assignee belonging to the Mortgagor. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagor's forbearance to exercise any remedy hereunder shall not be deemed and shall not constitute a waiver of any right or remedy hereunder.

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Mortgagee shall not be obligated to perform or discharge, not does it hereby undertake to perform or discharge, any obligation, duty or liability under leases, and Mortgagee shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of from any and all claims and demands whatsoever which may be asserted against it by reason of any

19. In any case in which under the provisions of this mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal amount secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagee shall be entitled to take actual possession of the premises and Mortgagee shall be entitled to take actual possession of the premises, or in its own name as attorney in fact or agent of Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, in any thereof, either personally or by its agents and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the available, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in tort, including and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagee, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this mortgage or subordinate to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such available, rents, issues and profits.

MORTGAGEE'S RIGHT OF POSSESSION IN CASE OF DEFAULT

Although it is the intention of the parties that the assignment contained in this paragraph is shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

Mortgagee shall from time to time require. Mortgagee shall further assure and assignments in the premises as described and to execute and deliver, at a request of Mortgagee, any lease upon all or any part of the premises hereinafore described and transfer to assign and transfer to Mortgagee paragraph 19 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee.

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22. In the event Mortgagee shall, from time to time, accept payment of any installment required on the note and under this mortgage which is more than fifteen (15) days in arrears without exacting payment of interest at the higher rate payable after maturity, Mortgagee may, at its option, in lieu of such higher rate of interest, collect a "late charge" not to exceed five cents (\$.05) for each one dollar (\$1.00) of each such delinquent installment payment to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph shall authorize Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

LATE CHARGE

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

MORTGAGEE'S RIGHT OF INSPECTION

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, and of placing said property in such condition as will, in the judgment of Mortgagee, make it readily rentable;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases); (2) enabling claims for damages, if any, and premiums on insurance hereinabove authorized;

20. Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 18 and paragraph 19 hereof shall have full power to use and apply the aforesaid, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Mortgagee may determine:

APPLICATION OF INCOME RECEIVED BY MORTGAGEE

Mortgagee therefor immediately upon demand, shall be secured hereby, and Mortgagee shall reimburse therefor, including costs, expenses and reasonable attorneys' fees, or in the defense of any claims or demands, the amount thereof, under said lease or by reason of the assignment of said lease. Should Mortgagee incur any such liability, loss or damage, under said lease or by reason of the assignment thereof, Mortgagee shall be secured hereby, and Mortgagee shall reimburse therefor immediately upon demand.

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26. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. Mortgagor hereby waives all rights of homestead exemption in the premises and all rights of redemption from sale under any order of decree of foreclosure of this mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

WAIVER OF STATUTORY RIGHTS

25. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to Mortgagor at the mortgaged premises (designated by street address) or to the Mortgagor at its place of business or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

GIVING OF NOTICE

24. Mortgagor shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagor for the execution of such release.

RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS

23. Mortgagor hereby assigns, transfers and sets over unto Mortgagor the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagor may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagor and used to reimburse Mortgagor for the cost of the rebuilding or restoring the buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagor. If Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements 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 or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagor is not then in default under this mortgage. In the event Mortgagor is required or authorized, either by Mortgagor's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 4 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagor, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

CONDEMNATION

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31. The note secured by this Mortgage evidences a loan to finance in part certain improvements to the Premises, which loan will be disbursed in the amounts and pursuant to the terms of a Construction Loan Agreement. The Construction Loan Agreement, as incorporated in the Mortgage by reference. If any of the terms and provisions of the Construction Loan Agreement are inconsistent with the terms of this Mortgage, the provisions of the Construction Loan Agreement shall prevail.

COLLATERAL AGREEMENT

Notwithstanding anything herein or in the note to the contrary, nothing herein or therein shall be deemed to prohibit transfers of interests in the Premises made in the ordinary course of business, subject to any limitations of the Construction Loan Agreement. Notwithstanding anything herein or in the note or the Construction Loan Agreement to the contrary, Lender shall execute and deliver a Release Deed for each completed residential condominium unit upon the sale and conveyance of each said unit and Lender's receipt of 90% of the contract price of the unit.

30. On sale or transfer of (i) all or any part of the premises, or any interest therein or (ii) any beneficial interest in any land trust which may hereafter acquire title to the premises, to any person or entity, Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable, and Mortgagee may invoke any other remedies provided by this Mortgage, law or equity. This option shall not apply when the Mortgagee prior to the transfer or sale consents in writing to such transfer or sale subject to whatever terms the Mortgagee may require, including, an increase in the rate of interest payable under the note secured hereby.

TRANSFER OF PROPERTY OR INTEREST IN MORTGAGOR; ASSUMPTION

29. In the event of the enforcement by Mortgagee of the remedies provided for by the law or by this Mortgage, the Lessee under each lease of all or any part of the Premises made after the date of recording this Mortgage, if any, shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of Mortgagee, as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof, provided, however, that the said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the prior consent of Mortgagee or said successor in interest, shall execute and deliver an instrument or instruments containing such attornment, and Mortgagee shall cause each such lease of all or any part of the Premises to contain a covenant on the Lessee's part evidencing its agreement to such attornments.

LESSEE ATTORNMENT

28. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of mortgage named herein, and the holder or holders, from time to time, of the note secured hereby.

BINDING ON SUCCESSORS AND ASSIGNS

27. Mortgagee covenants and agrees to furnish to Mortgagee such financial statements as Mortgagee may reasonably require.

FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE

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STATE OF ILLINOIS
COUNTY OF COOK
DEC 14 1989
Peter Johanson
VICE PRESIDENT
and
By _____
day of _____ 1989

By: _____
ASSIS. SEC.

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, not
personally but as Trustee U/T/A
dated 11/29/89 A/K/A Trust No.
109883-01

ATTEST:

IN WITNESS WHEREOF, said Mortgagor has executed this
Mortgage on the date first above written.

34. This Mortgage is executed by American National Bank & Trust Co. of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any rights or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien or this Mortgage or Mortgagee's right to the foreclosure thereof, or to restrict any of the rights of Mortgagee in any such foreclosure proceedings or other remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness hereby secured out of and from the security given herefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee under any other document or instrument evidencing, securing or guaranteeing the Indebtedness Hereby Secured.

33. The captions and headings of various paragraphs of this mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

CAPTIONS

32. Mortgagor covenants and agrees that it will not, without the prior written consent of Mortgagee, which shall not be unreasonably withheld, further mortgage, grant a deed of trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the premises and any such mortgage, deed of trust, pledge or encumbrance made without the Mortgagee's prior written consent shall be null and void and the making thereof shall constitute a default under this Mortgage.

RESTRICTION ON SECONDARY FINANCING

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9 0 0 0 2 4 9 5

LEGAL DESCRIPTION OF
PROPERTY LOCATED AT
1180 NORTH MILWAUKEE AVENUE

LOT 11 IN BLOCK 1 IN PAGE BROTHERS SUBDIVISION OF BLOCK
15 AND THE NORTHWESTERLY 1/2 OF BLOCK 18 IN CANAL TRUSTEES'
SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

A.T.N. 17-05-300-017

COMMONLY KNOWN AS: 1180 NORTH MILWAUKEE AVENUE CHICAGO, IL

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11/10/2009