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THIS INSTRUMENT PREPARED BY:

S. HAZAK

70270324

WHEN RECORDED MAIL TO

HOME SAVINGS OF AMERICA

P.O. BOX 7075

PASADENA, CALIFORNIA 91109-7075

90270324

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

LOAN NO. 1193337-1

Mortgage, Assignment of Rents and Security Agreement

This Mortgage (the "Instrument") is made this 29th day of MAY, 1990, between LEA L. SEVIGNY, A SPINSTER AND MARY GRETCHEN VANCURA, A SPINSTER (the "Mortgagor"), whose address is 2842 BRIARWOOD DRIVE EAST ARLINGTON HEIGHTS, IL. 60006

and HOME SAVINGS OF AMERICA, F.A., a federally chartered savings and loan association (the "Lender"), whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WITNESSETH: Mortgagor irrevocably grants, conveys, transfers and assigns to Lender that DEED PURCHASE RECORDING COOK COUNTY, Illinois, the street address of which is T#9999 TRAH 7455 06/08/90 11:57:00 1862 MORRIS HILL DRIVE MOUNT PROSPECT, IL. 60064 \$7932 + G #--90--2700324 and which is more particularly described as: COOK COUNTY RECORDER

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS 1862 MORRIS HILL DRIVE, MOUNT PROSPECT, IL. 60064

PTN: 08-22-204-022

AS
PLEASE INITIAL

PARCEL 1:

THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: ALL THAT PART LYING SOUTH OF THE NORTH 4.71 FEET, AS MEASURED ALONG THE EAST AND WEST LINES THEREOF, OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE DUE EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 1, 633.66 FEET; THENCE DUE NORTH, 225.75 FEET TO A POINT FOR A PLACE OF BEGINNING ON THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 52.75 FEET; THENCE DUE NORTH 97.42 FEET; THENCE DUE EAST, 52.75 FEET; THENCE DUE SOUTH, 97.42 FEET TO THE PLACE OF BEGINNING.

mg
PLEASE INITIAL

PARCEL 2:

EASEMENTS AFFURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS DATED AUGUST 13, 1976 AND RECORDED AUGUST 13, 1976 AS DOCUMENT NUMBER 23597577 AND AS CREATED BY TRUSTEES DEED FROM AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 38147 TO DOROTHY BOONE DATED DECEMBER 7, 1976 AND RECORDED DECEMBER 20, 1976 AS DOCUMENT 3773658 AND RECORDED JANUARY 28, 1978 AS DOCUMENT NUMBER 23803991 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

franchise agreements, building, occupancy and other governmental permits, approvals, authorities, consents or certifications acquired or used in connection with the construction, use, ownership, management, operation, occupancy, maintenance, repair, improvement, development or conduct of business on, the Real Property; (i) all accounts receivable, general intangibles and contract rights relating to the development or use of the Real Property; all names, trade names, trademarks, service marks, and logos by which the Real Property or improvements are known or operated, all rights to conduct business under any such name or any variation thereof, and all goodwill in any way relating to the Real Property; (j) all loan proceeds held by Lender, whether or not disbursed; the Funds (as hereinafter defined) and all deposit accounts of Mortgagor with Lender; (k) all shares of stock in any water company or other utility supplying water or utility services to the Real Property; all shares of stock or other evidence of ownership of any part of the Real Property that is owned by Mortgagor in common with others; and all documents of membership in any owner's or member's association or similar organization having responsibility for management or operation of the Real Property; (l) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into by or on behalf of Mortgagor for the sale of all or any portion of the Real Property; (m) all books, records, account and other documents relating to the construction, ownership, use, management, operation, leasing, maintenance, repair, improvement, or development of, or conduct of business on, the Real Property; (n) all other personal property of Mortgagor, whether tangible or intangible, wherever located and used or to be used in any way in connection with or in any way relating to the Real Property or the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement, development of, or conduct of business on, the Real Property and whether now owned or hereafter acquired or created (including, but not limited to, equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights, as all such terms are used in the Uniform Commercial Code), and all fixtures of Mortgagor now owned or hereafter in existence, or hereafter acquired or created, on, or relating to the Real Property; (o) all supplements, modifications and amendments to any of the foregoing and all substitutions, replacements, additions, and acccessories to any of the foregoing and all proceeds of all of the foregoing; and The foregoing grant, transfer and assignment in trust is made subject and subordinate to (i) the absolute assignment to Lender of Rents and Leases contained in paragraph 19 and (ii) the security interest in personal property and all other rights of enforcement granted to Lender in paragraph 17. All of the properties described in paragraphs (b) through (o), above, together with the Real Property, are hereinafter referred to collectively as the "Property." Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to evidence or confirm the tenor of this instrument on any of the Property.

FOR THE PURPOSE OF SECURING:

192,800.00

(1) Payment of the sum of \$ 192,800.00
oven date herewith and having a final maturity date of

with interest thereon, according to the terms of a promissory note of JUNE 15, 2005 made by Mortgagor payable to Lender

20 May

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(3) Application of Payments. (a) Each applicable law requires all payments received by Lender from Mortgagor under this Note or this instrument shall be applied by Lender in such order as follows: (i) interest payable on the Note; (ii) principal payable on the Note; (iii) other sums due under this instrument.

(4) Charges. Lien. Mortgagor shall pay all water and sewer rates, taxes, assessments, premiums, and Other Impostions arising out of the maintenance, preparation, repair, or replacement of any part of the property described in the Note.

It is my firm belief that the amount due to Landlord by Tenant for rent, taxes, assessments, maintenance, insurance, costs and Other Implications, as they fall due, Mortgagor shall pay to Landlord any amount demanded by Landlord under Article 1 of this Agreement, or any amount due to Landlord by reason of any other provision of this Agreement.

(2) Funds for Taxes, Insurance and Other Charges. Upon receipt by the party to whom it is due, the party shall pay to Lender or to Lender's attorney for the benefit of Lender and to whomsoever Lender may designate, the amount of principal and interest accrued and unpaid on the principal amount of the Note, plus all other amounts due under the Note, plus all taxes, insurance premiums and other charges which may be levied or imposed on the Note or on the principal amount of the Note, plus all costs and expenses of collection, including reasonable attorney's fees.

For this purpose a detailed description is made of the final products, conditions of manufacture, and apparatus used (a) Method of heat treatment, (b) Preparation of the starting materials, (c) Preparation of the final products, (d) Preparation of the apparatus, (e) Preparation of the starting materials, (f) Preparation of the final products, (g) Preparation of the apparatus, (h) Preparation of the starting materials, (i) Preparation of the final products, (j) Preparation of the apparatus, (k) Preparation of the starting materials, (l) Preparation of the final products, (m) Preparation of the apparatus, (n) Preparation of the starting materials, (o) Preparation of the final products, (p) Preparation of the apparatus, (q) Preparation of the starting materials, (r) Preparation of the final products, (s) Preparation of the apparatus, (t) Preparation of the starting materials, (u) Preparation of the final products, (v) Preparation of the apparatus, (w) Preparation of the starting materials, (x) Preparation of the final products, (y) Preparation of the apparatus, (z) Preparation of the starting materials.

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PLATE
NINETY

A circular library stamp with the words "INITIAL" at the top and "PLEASE" at the bottom, separated by a horizontal line. Below the stamp is a handwritten mark consisting of a large 'S' with a diagonal line through it.

9201 ROX 7075

HOME SAVINGS OF AMERICA
MAIL TO
WILMINGTON RECORDS MAIL BOX 2026

THIS INSTRUMENT PREPARED BY

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or order, and all modifications, extensions or renewals thereto (the "Note"); (2) payment of such additional sums with interest thereon as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender under any provision of this Instrument; (3) performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any other agreements or covenants executed by Mortgagor relating to the loan secured hereby, unless such agreement or covenant expressly provides that it is not secured by this Instrument (together with the Note and this Instrument, the "Loan Documents"); (4) if the Real Property includes a leasehold estate, performance and keeping by Mortgagor of each of the covenants and agreements required to be kept and performed by Mortgagor as lessee pursuant to the terms of the lease and any and all other instruments creating Mortgagor's leasehold interest in or defining Mortgagor's rights as lessee in respect to the Property; (5) performance by Mortgagor of each and every monetary obligation to be performed by Mortgagor under any recorded covenants, conditions, and restrictions pertaining to the Property; (6) performance of all agreements of Mortgagor to pay fees and charges to Lender relating to the loan secured hereby; and (7) payment of charges, as allowed by law when such charges are made, for any statement issued by Lender regarding the obligation secured hereby.

For the purpose of inducing Lender to make the loan secured hereby, Mortgagor hereby represents and warrants that: (a) Mortgagor has fee simple title to the Real Property, subject to no lien, charge, or encumbrance, condition subsequent, defeasance or reversionary right (or, if the Real Property includes a leasehold estate, Mortgagor is the sole legal and beneficial owner of such estate), except for exceptions to title previously approved by Lender in writing, and Mortgagor will defend such title to the Property against all other claims and demands; (b) Mortgagor owns the Property in which the security interest is granted in paragraph 17; (c) this Instrument is and shall remain a valid and enforceable lien on the Property; (d) neither Mortgagor's making nor the performance of and compliance with this Instrument has resulted or will result in any violation of, or be in conflict with, or result in the creation of any lien, encumbrance or charge, or constitute a default under any indenture, contract, agreement, instrument, franchise or permit by which Mortgagor or any of its properties is bound. All of the foregoing representations and warranties shall survive the funding of the loan secured hereby and shall remain continuing representations and warranties until the indebtedness secured by this Instrument is paid in full.

TO PROTECT THE SECURITY OF THIS INSTRUMENT, MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

(1) **Payment of Principal and Interest.** Mortgagor shall pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument.

(2) **Funds for Taxes, Insurance and Other Charges.** Upon request by Lender, Mortgagor shall pay to Lender on the day monthly installments of principal and/or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of: (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property; (b) the yearly premium installments for hazard insurance, business interruption insurance, rent loss insurance, comprehensive general liability insurance, and such other insurance as Lender may require pursuant to paragraph 5 hereof; (c) the yearly premium installments for mortgage insurance, if any; and (d) if the Real Property includes a leasehold estate, the yearly rents under the lease; all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Mortgagor pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Mortgagor. Lender may require Mortgagor to pay to Lender, in advance, such sums for other taxes, charges, premiums, assessments and impositions relating to Mortgagor or the Property payment of which Lender reasonably shall deem necessary to protect any of the liens or security interests of Lender covered by this Instrument ("Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid to Lender by Mortgagor in a lump sum or in periodic installments, at Lender's option.

If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Mortgagor shall pay to Lender any amount necessary to make up the deficiency within thirty days after written notice from Lender to Mortgagor requesting payment thereof. The collection of Funds by Lender is solely for Lender's protection and shall impose no obligations upon Lender other than those expressly provided herein, and, in the event of payment in full of the indebtedness secured by this Instrument, to allow due credit for sums received by Lender. Nothing contained herein shall constitute Lender a trustee of the Funds. Lender may commingle the Funds with its own funds, and shall not be obligated to pay Mortgagor interest on the Funds unless required to do so by applicable state law. Upon assignment of Lender's beneficial interest in this Instrument, any Funds then in Lender's possession shall be turned over to the assignee, and any responsibility of Lender therefor shall terminate. The Funds are hereby pledged as additional security for the indebtedness secured by this instrument.

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine, in Lender's sole discretion, any Funds held by Lender at the time of application: (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which, when due; or (ii) as a credit against any indebtedness secured by this instrument. Upon payment in full of all sums secured by this instrument, Lender shall promptly refund to Mortgagor any unapplied Funds held by Lender.

(3) **Application of Payments.** Unless applicable law requires otherwise, all payments received by Lender from Mortgagor under the Note or this instrument shall be applied by Lender in such order as Lender, in Lender's sole and absolute discretion, may determine to: (a) amounts payable to Lender by Mortgagor under paragraph 2 hereof; (b) interest payable on the Note; (c) principal of the Note; (d) interest payable on advances made pursuant to paragraph 11 hereof; (e) principal of advances made pursuant to paragraph 11 hereof; and (f) any other sums secured by this instrument.

(4) **Charges; Liens.** Mortgagor shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property at Lender's option, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Mortgagor making payment, when due, directly to the appropriate payee thereof, or in such other manner as Lender may designate in writing. When required to do so by Lender, Mortgagor shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Mortgagor shall make payment directly, Mortgagor shall promptly furnish to Lender receipts evidencing such payments. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Mortgagor shall not encumber nor permit the encumbrance of the Property with any lien other than the lien of this instrument, including, without limitation, judgment liens and mechanics', materialmen's, contractors', subcontractors' and suppliers' liens of any kind or other liens for material supplied or labor performed on the Property. Should any such lien encumber the Property, Mortgagor shall promptly discharge such lien.

(5) **Insurance.** (a) Mortgagor shall at all times provide, maintain and keep in force all of the following policies of insurance: (i) insurance of the type commonly known as the "broad form of extended coverage," insuring the Property against loss or damage by fire, lightning, vandalism, mudslide/mischievous, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, and all other risks covered by an all peril endorsement, in an amount sufficient to prevent Lender or Mortgagor from becoming a co-insurer under the terms of the applicable policies and at least equal to one hundred percent (100%) of the then full replacement cost of the improvements thereon without deduction for physical depreciation. Each such policy shall contain a replacement cost endorsement; (ii) if required by Lender, business interruption insurance and insurance against the loss of "rental value" of the improvements on a "rented or vacant basis" arising out of fire or the perils of the broad form of extended coverage, in an amount satisfactory to Lender; (iii) comprehensive broad form general public liability insurance, insuring against claims and liability for personal injury, death or property damage arising from the use, occupancy, disease or condition of the Property and the adjoining areas or ways, with a single limit of coverage in a amount approved by Lender, but in no event less than One Million Dollars (\$1,000,000); (iv) workers' compensation insurance (including employer's liability insurance, if requested by Lender) for all employees of Mortgagor engaged on or with respect to the Property, in such amount as is reasonably satisfactory to Lender, or, if such limits are established by law, in the amounts so established; (v) during the course of any construction or repair of improvements on the Property, builder's "completed value" insurance against "all risks of physical loss," including collapse and transit coverage, in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished, containing the "permission to occupy upon completion of work or occupancy" endorsement, and covering Lender's interest in the Property, as it may appear; (vi) if required by Lender, insurance against any damage by flood or similar occurrence, in the event such insurance is available pursuant to the provisions of the Flood Disaster Protection Act of 1973, or other applicable law, in an amount equal to the lesser of one hundred percent (100%) of the insurable value of the Property or the maximum amount obtainable under such law; (vii) if required by Lender, environmental liability insurance covering loss and damages resulting from contamination of the Property by Hazardous Materials (as hereinbelow defined); and (viii) such other policies of insurance (including, but not limited to, boiler and machinery, plate glass, or earthquake insurance), as, and in such amounts as, under good insurance practices, from time to time, are carried by persons engaged in the similar type of business as Mortgagor, and located in the same or similar area as the Property, or a Lender or any governmental or quasi-governmental authority having jurisdiction over Mortgagor or the Property shall from time to time require.

Each insurance policy required by this paragraph 5 shall: (i) be primary and noncontributory with any other insurance Mortgagor may carry; (ii) name or be endorsed in name Lender as an additional insured and/or loss payee thereunder as its interest may appear; (iii) contain mortgagor endorsements acceptable to Lender; (iv) be issued by companies authorized to conduct business in the state in which the Real Property is located; (v) be subject to the written approval of Lender as to insurer, form, content and expiration date; (vi) provide or be endorsed to provide that the policy (including all endorsements thereto) shall not be cancelled or materially changed without at least thirty (30) days' prior written notice to Lender, and (vii) shall contain waivers of subrogation in form and substance acceptable to Lender.

The premiums on such insurance policies shall be paid, at Lender's option, in the manner provided under paragraph 2 hereof, or by Mortgagor making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

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Mortgagor shall furnish Lender for which a copy, contained by the application filed under bankruptcy case, of each policy required under this paragraph 5 or a certificate for such such policy, in form and substance satisfactory to Lender and in at least thirty (30) days prior to the expiration of such such policy, evidence satisfactory to Lender of the payment of premium and the reissuance of a policy continuing in force the coverage provided by the expiring policy. If the Real Property includes a household estate, Mortgagor shall furnish Lender a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied to Lender by Mortgagor. In the event Mortgagor fails to provide, maintain, keep in force, or deliver or furnish to Lender the policies of insurance required by this instrument, Lender may, at its option, without notice or demand upon Mortgagor, procure such insurance (or single-interest insurance covering Lender's interest) with a company selected by Lender and Mortgagor shall pay all premiums thereon without notice or demand upon Mortgagor, promptly upon demand by Lender.

Mortgagor acknowledges that the insurance required to be maintained under this paragraph 5 is necessary to protect Lender's security.

(b) Mortgagor, for itself and on behalf of its insurers, hereby releases Lender from any liability (including liability by way of contribution, indemnity, or subrogation) for: (i) damages for injury to or death of persons; (ii) any loss or damage to property, including, without limitation, the property of any tenant or licensee of the Property; (iii) any loss or damage to improvements comprising the Property; (iv) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is covered by the insurance required to be carried by Mortgagor hereunder; or (v) claims arising by reason of any of the foregoing, regardless of any negligence on the part of Lender which may have contributed to such loss or damage.

In the event of any loss covered by any such policies, Mortgagor shall give immediate written notice to the insurance carrier and to Lender. Mortgagor hereby authorizes and empowers Lender as attorney-in-fact for Mortgagor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

(6) **Condemnation.** Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect or whether by eminent domain or otherwise, of the Property, or any part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Mortgagor authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any such condemnation or other taking of the Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any such condemnation or other taking of the Property, or any part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender, subject, if the Real Property includes a household estate, to the rights of the lessor under the ground lease.

Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

(7) **Injury to Property.** All causes of action of Mortgagor, whether accrued before or after the date of this instrument for damages or injury to the Property or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Mortgagor by Lender, or in connection with or affecting the Property, or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid to Lender. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settle no it thereof. Mortgagor agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(8) **Disposition of Insurance, Condemnation and Other Proceeds.** (a) Any proceeds received by Lender pursuant to this instrument in respect of any insurance maintained by Mortgagor, any action or proceeding relating to any condemnation or other taking of the Property or any claim assigned to Lender pursuant to paragraph 7 shall be first applied to reimburse Lender for costs and expenses incurred in connection with obtaining any proceeds hereunder, and then in such order and proportion as Lender may determine in its sole and absolute discretion, subject, if the Real Property includes a household estate, to the rights of the lessor under the ground lease, (i) applied to the payment of the indebtedness secured by this instrument, whether or not then due and to such components thereof as Lender shall determine; and/or (ii) disbursed to Mortgagor to pay the costs and expenses of necessary repairs or restoration of the Property subject to paragraphs 8(b), (c) and (d). Unless Mortgagor and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. (b) In the event that Lender elects to make any proceeds net of Lender's costs and expenses incurred in connection with obtaining such proceeds available to Mortgagor for payment of the costs and expenses of repair and restoration of the Property, such proceeds shall be disbursed to Mortgagor only upon satisfaction of the following terms and conditions: (i) Mortgagor shall not be in breach of any of its covenants or agreements under this instrument; (ii) Lender shall be satisfied, in its sole discretion, that the portion of the Property damaged, lost or destroyed can and shall be fully restored to the equivalent of its original condition and value, or such other condition as Lender may approve, within a reasonable period of time and in any event prior to maturity of the Note; (iii) Lender shall have approved: (A) a detailed budget and cost breakdown for the repair and reconstruction work; (B) the plans and specifications for the repair and reconstruction work and accompanying approvals of all governmental authorities having jurisdiction; and (C) the general contractor proposed to be engaged to perform such work; (iv) if the net proceeds received by Lender are insufficient to pay the full cost of restoring or repairing the Property, Mortgagor shall deposit with Lender sufficient additional funds to insure payment of all costs and expenses of repair or restoration, and such funds as Lender may require during the period of repair and restoration; and (v) satisfaction of such additional conditions as Lender may reasonably require to protect its security interest in the Property. Mortgagor hereby acknowledges that the specific conditions described in this paragraph 8(b) are reasonable. (c) Upon satisfaction of all conditions set forth in paragraph 8(b), Mortgagor shall cause the work of repair and restoration to be promptly commenced and diligently pursued to completion in accordance with such approved plans and specifications and all applicable laws, ordinances, rules and regulations. Lender shall disburse such proceeds and any such additional funds subject to Lender's usual construction loan disbursement procedures which are then customary and usual in the construction lending industry in the geographic area where the Property is located, including: (i) submission by Mortgagor and the general contractor of vouchers with such architect's certificates and/or other supporting information as requested by Lender, all in form and content satisfactory to Lender, evidencing the work for which disbursement is requested and the cost thereof; (ii) procurement by Mortgagor of performance and payment bonds, where required by any applicable governmental authority, and builders' risk insurance, and receipt by Lender of evidence satisfactory to it that such coverage is in full force and effect; and (iii) if required by Lender, the retaining by Lender of up to ten percent (10%) of the costs of repair and restoration until (A) completion of such work in accordance with the approved plans and specifications, and (B) Lender's receipt of satisfactory evidence that the period for filing mechanics' liens has expired, that the Property is free from mechanics' and materialmen's liens, and that all governmental approvals required for occupancy of the Property have been obtained. (d) Any additional funds deposited by Mortgagor pursuant to paragraph 8(c) shall be disbursed prior to disbursement of the proceeds held by Lender. No funds or proceeds held by Lender under this paragraph 8 shall bear or accrue interest. If the conditions set forth in paragraph 8(c) are not satisfied within ninety (90) days after Lender's receipt of such proceeds, or if restoration is not diligently completed in accordance with paragraph 8(c), or if any such funds or proceeds remain after completion of the repair or restoration, then Lender may apply such funds and proceeds held to reduce the indebtedness secured by this instrument and to such components thereof as Lender shall determine in its sole discretion. Any such application of proceeds and funds shall not cure or waive any event of default or notice of default under this instrument or invalidate any act done pursuant to such notice. (e) If proceeds are applied to the payment of the sums secured by this instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If Lender acquires title to the Property, Lender thereupon shall also be deemed to have acquired exclusively all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to any proceeds resulting from, or which may be payable as a consequence of, any damage to the Property prior to such sale or acquisition.

(9) **Preservation and Maintenance of Property.** Mortgagor: (a) shall not commit waste or permit any physical deterioration of the Property; (b) shall not abandon the Property; (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair; (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery, and appliances on the Property when necessary to keep such items in good repair; (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property; (f) if required by Lender, shall provide for professional management of the Property by a rental property manager satisfactory to Lender pursuant to a contract approved by Lender in writing; (g) in addition to any obligations specifically set forth in this instrument, shall do any and all acts which, from the character or use of the Property, may be reasonably necessary to protect and preserve the security of Lender, including, without limitation, if the Property includes improvements in which space is rented to others, operate and maintain the Property in a manner to ensure maximum rentals; and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this instrument or the rights or powers of Lender. Neither Mortgagor nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property, or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery or appliances with items of like kind.

(10) **Use of Property.** Mortgagor shall not, without first obtaining Lender's written consent: change the use for which all or any part of the Property was intended at the time this instrument was executed; initiate, join in, consent to or acquiesce in any change in any private restrictive covenant, zoning ordinance or zoning classification of the Property, or other public or private restrictions limiting the uses which may be made of the Property or any part thereof; or do or suffer any act or thing which would impair the security for the indebtedness secured by this instrument or Lender's lien on the Property.

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(18) **Leases of the Property.** Mortgagor shall comply with and observe all leases now or hereafter entered into with respect to the property, shall furnish landlord with copies of all agreements, leases and subleases and shall keep the property in good condition and repair, and shall pay all taxes, assessments, insurance premiums, rents, charges and expenses incident thereto, and shall defend the same against all claims and demands.

(17) Uniform Commercial Code Sectional Agreements; Fixtures Filing. It is the intent of the parties to enter into a Uniform Commercial Code Sectional Agreement to file a copy of the Uniform Commercial Code, Schedule A, and Uniform Commercial Code, Schedule B, with any security interest in fixtures which may be subject to a security interest pursuant to the Uniform Commercial Code, Schedule A, and Uniform Commercial Code, Schedule B, with any security interest in fixtures which may be subject to a security interest in fixtures which is being held by the creditor under a leasehold interest in the fixture to which the Uniform Commercial Code, Schedule A, and Uniform Commercial Code, Schedule B, applies. Such security interest is subject and subordinate to Mortgagor's absolute obligation to Lender for a security interest in fixtures, such as the fixtures which are held by the creditor under a leasehold interest in the fixture to which the Uniform Commercial Code, Schedule A, and Uniform Commercial Code, Schedule B, applies.

(18) Uniform Commercial Code Sectional Agreements; Fixtures Filing. It is the intent of the parties to enter into a Uniform Commercial Code Sectional Agreement to file a copy of the Uniform Commercial Code, Schedule A, and Uniform Commercial Code, Schedule B, with any security interest in fixtures which may be subject to a security interest in fixtures which is being held by the creditor under a leasehold interest in the fixture to which the Uniform Commercial Code, Schedule A, and Uniform Commercial Code, Schedule B, applies. Such security interest is subject and subordinate to Mortgagor's absolute obligation to Lender for a security interest in fixtures, such as the fixtures which are held by the creditor under a leasehold interest in the fixture to which the Uniform Commercial Code, Schedule A, and Uniform Commercial Code, Schedule B, applies.

(14) Mortgagor, Mortgagor's spouse, or any other person who has an interest in the property, shall not make any payment or prepayment of the principal amount of the mortgage loan, or any part thereof, without the prior written consent of the Lender, except as provided in this instrument.

(13) Books and Records. Mortgagor will keep and maintain at all times all Mortgaged property, including books of account and records adequate to reflect correctly the results of the operation, copies of all written contracts, budgets, records, contracts, bonds, notes and other instruments which affect the property. Such loan of the Property and copies of all written contracts, budgets, records, contracts, bonds, notes and other instruments which affect the property. Such loans may approve in writing, complete and attachable books of account and records adequate to reflect correctly the results of the operation, or such other place as shall be provided by the Mortgagor.

(12) Inspection, under may make of:—use to be in, but is under no obligation to be in, to inspect and inspectations made by investigating authorities; the property for any purpose relating to land or, in order to inspect, to make or cause to be made such inspection, as the law permits.

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In case of commercial leases, upon the event of a default, Mortgagor shall pay over and deliver, or cause to be paid over and delivered, to Lender, in subordination, nondisturbance and attorney's agreement in a form satisfactory to Lender, nonpossessory title to the Property or any portion thereof.

(19) Assignment of Rents and Leases; Appointment of Receiver; Lender in Possession. As part of the consideration for the loan secured hereby, Mortgagor hereby absolutely and unconditionally assigns and transfers to Lender the Rents and all of Mortgagor's rights under and interest in the Leases. This assignment is intended as an absolute assignment and not an assignment as additional security, and Lender's right to Rents is not contingent upon, and may be exercised without, possession of the Property. Lender hereby grants to Mortgagor a license to collect, receive and hold the Rents as they become due and payable. Mortgagor shall apply the Rents so collected, before using any part of such Rents for any other purpose, to pay operating expenses of the Property; to the cost of maintenance and repair of the Property; to satisfaction of other obligations under Lender, and to payment of obligations under the Loan Documents. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this instrument, the license granted herein shall automatically terminate, and upon such termination Lender, regardless of the adequacy of Lender's security: (a) may collect and retain the Rents, including, but not limited to, Rents then due but unpaid, without notice to or demand upon Mortgagor and without taking possession of the Property; (b) shall be entitled to receive payment from Mortgagor of all Rents held by Mortgagor, which Mortgagor shall, upon termination of the license, hold as trustee for Lender; and (c) may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take possession and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof and the conducting thereon of any business or businesses then being conducted by Mortgagor including, but not limited to, the execution, cancellation or modification of Leases, the collection of all Rents, including those past due and unpaid, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property or the conducting of such businesses thereon, all on such terms as are deemed best to protect the security of this instrument, and Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property. In the event Lender elects to seek the appointment of a receiver for the Property upon Mortgagor's breach of any covenant or agreement of Mortgagor in this instrument, Mortgagor hereby expressly consents to the appointment of such receiver.

Mortgagor represents and covenants that Mortgagor has not executed any prior assignment of Rents or Leases, that Mortgagor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph 19, and that at the time of execution of this instrument there has been no anticipation or prepayment of any of the Rents for more than two months prior to the due dates of such Rents. Mortgagor covenants that Mortgagor will not hereafter collect or receive payment of any Rents more than two months prior to the due dates of such Rents. Mortgagor further covenants that Mortgagor will execute and deliver to Lender such further assignments of Rents and Leases as Lender may from time to time request.

All Rents collected subsequent to termination of the license granted herein shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received.

If the Rents are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purpose shall become indebtedness of Mortgagor to Lender secured by this instrument pursuant to paragraph 11 hereof. Unless Lender and Mortgagor agree in writing to other terms of payment, such amounts shall be immediately due and payable by Mortgagor and shall bear interest from the date of disbursement at the rate as adjusted from time to time in accordance with the terms of the Note, compounded monthly, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law.

Lender shall not be liable for any loss sustained by Mortgagor resulting from Lender's failure to let the Property or any part thereof or from any other act or omission of Lender in managing the Property, unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge, nor does Lender undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this assignment, and Mortgagor agrees to indemnify Lender for, and to hold Lender harmless from, any liability, loss or damage which may be incurred under the Leases or under or by reason of this assignment and from any claims and demands which may be asserted against Lender by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Lender incur any such liability under the Leases or under or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall become additional indebtedness of Mortgagor secured by this instrument pursuant to paragraph 11 hereof. This assignment shall not operate to place responsibility for the control, care, maintenance or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by third tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property.

No action undertaken by Lender with respect to any of the obligations of Mortgagor evidenced by the Note and this Mortgage, to any security or guarantee given for the payment or performance thereof, or to any other document or instrument evidencing or relating to said obligations shall in any manner affect, impair or prejudice any of Lender's rights and privileges under this assignment or discharge, release or modify any of Mortgagor's duties or obligations hereunder. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not create or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein.

This assignment of Rents and Leases shall terminate upon payment in full of the indebtedness secured hereby; provided, however, that the affidavit, certificate, letter or statement of Lender or any officer, agent or attorney of Lender showing any part of the principal, interest or other indebtedness being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this assignment and any person may, and is hereby authorized to, rely thereon. Mortgagor hereby authorizes and directs each and every lessee named in a Lease or any other or future lessee or occupant of the Property or any part thereof, upon receipt of written notice from Lender, to pay to Lender all Rents accruing under the Leases or from the Property, and to continue to do so until otherwise notified in writing by Lender.

(20) Acceleration in Case of Insolvency. If Mortgagor, any guarantor of the obligations created hereby ("Guarantor"), or any Partner shall voluntarily file a petition under the Federal Bankruptcy Code, as such code may from time to time be amended, or under any similar or successor federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or, if Mortgagor, any Guarantor or any Partner shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of such person within 60 days after such proceedings are commenced, or if an order for relief is entered against Mortgagor, any Guarantor or any Partner in any voluntary or involuntary bankruptcy proceeding, or if a trustee or receiver shall be appointed for Mortgagor, any Guarantor or any Partner or any property of any such person, or if the Property shall become subject to the jurisdiction of a federal bankruptcy court or similar state court, or if Mortgagor, any Guarantor or any Partner shall make an assignment for the benefit of creditors, or if there is an attachment, execution or other judicial seizure of any portion of Mortgagor's, any Guarantor's or any Partner's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable without prior notice to Mortgagor, and Lender may invoke any remedies permitted by paragraph 22 of this instrument. Any attorneys' fees and other expenses incurred by Lender in connection with any such bankruptcy proceeding or any of the other aforesaid events shall be additional indebtedness of Mortgagor secured by this instrument pursuant to paragraph 11 hereof.

(21) Transfers of the Property or Beneficial Interests in Mortgagor. On sale, transfer or encumbrance of: (a) all or any part of the Property, or any interest therein; or (b) any ownership or beneficial interest in Mortgagor or any Partner (if Mortgagor or such Partner is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 22 of this instrument. Lender shall not exercise this option in the case of: (i) transfers by devise or descent or by operation of law upon the death of a joint tenant; (ii) the grant of a leasehold interest (or, if the Real Property includes a leasehold estate, a subleasehold interest) in a part of the Property of three years or less, including all renewal options (or such longer lease term as Lender may permit by prior written approval), unless such leasehold interest includes an option to purchase; (iii) sales or transfers of beneficial interests in Mortgagor or a Partner provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Mortgagor or such Partner, but excluding sales or transfers under subparagraphs (i) and (ii) above, do not result in more than 25% of the beneficial interests in Mortgagor or such Partner, as applicable, having been sold or transferred since the date hereof; and (iv) sales or transfers of fixtures or any personal property when incident to their replacement with fixtures or personal property of like kind.

(22) Creation of Other Liens. Mortgagor shall not create or suffer to be created a mortgage, lien, charge or encumbrance upon any portion of either the Property or the Real Property prior to, on a parity with or subordinate to the lien of this instrument without the prior written consent of Lender.

(23) Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this instrument, including, but not limited to, the covenants to pay when due any sums secured by this instrument, or the institution of judicial foreclosure or other proceedings to enforce any other mortgage, security interest, lien or encumbrance of any kind upon the Property or any portion thereof, Lender, at Lender's option, may declare all of the sums secured by this instrument to be immediately due and payable without further demand, and may invoke the remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorneys' fees and costs of documentary evidence, abstracts and title reports.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the order of foreclosure or sale all expenditures and expenses which may be paid, or incurred by or on behalf of Lender for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication cost and costs of procuring all

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"Environmental Law" means any federal, state or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental agency, board or public authority relating to health, industrial hygiene, the environment, or the occupational or environmental conditions on, under or about the Property (including ambient air, soil, soil vapor, groundwater, surface water or land use), whether now or hereafter in force.

"Hazardous Materials Claims" means any and all claims, causes of action, demands, liens, losses, damages (including all foreseeable and unforeseeable consequential damages), injuries to persons and/or property, judgments, penalties, penalties, fines, suits, citations and notices, proceedings, defenses, offsets, obligations, duties, costs (including attorney's, removal, cleanup, compliance, legal, investigative and monitoring costs and other related costs, expenses and disbursements, such as attorney's, paralegal's and experts' fees), charges, expenses and other liabilities whether instituted, made, sought, brought, imposed, completed, threatened, incurred or suffered, directly or indirectly arising out of or attributable to (a) the use, generation, manufacture, production, treatment, storage, release, discharge, disposal, or presence of, or exposure of any person or property to, a Hazardous Material on, under, or about the Property; (b) the migration, escape, seepage, leakage, spillage, emission or release of a Hazardous Material from the Property or any other property legally or beneficially owned by Mortgagor; or (c) the violation by Mortgagor or any predecessor in title to Mortgagor of any Environmental Law.

"Other Claims" means any and all claims, causes of action, demands, liens, losses, damages (including all foreseeable and unforeseeable consequential damages), injuries to persons and/or property, judgments, penalties, fines, suits, citations and notices, proceedings, defenses, offsets, obligations, duties, costs, charges, expenses and other liabilities that are not Hazardous Materials Claims, whether instituted, made, sought, brought, imposed, completed, threatened, incurred or suffered, directly or indirectly arising out of or attributable to any act by Mortgagor or any of its directors, officers, employees, agents, contractors or representatives respecting the Property.

(40) **Compliance with Environmental Laws.** (a) Mortgagor shall at all times keep and maintain the Property in compliance with, and shall not cause or permit the Property or any activity conducted thereon to be in violation of, any Environmental Law, and shall give all notices and warnings and make all disclosure required by Environmental Laws. Mortgagor shall not, and shall not permit any tenant, lessee or other occupant of, or any contractor, subcontractor or any other person present on the Property to use, generate, manufacture, store, produce, distribute, treat, release, discharge, dispose or otherwise permit the presence of, on, under or about the Property or transport to or from the Property, any Hazardous Materials in a manner or quantity so as to be in violation of any Environmental Law. (b) Mortgagor shall immediately advise Lender in writing of Mortgagor's discovery of or receipt of notice of: (i) any and all Hazardous Materials Claims; (ii) any use, generation, manufacture, production, release, discharge, treatment, storage, disposal or promotion of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the Property or within any improvements located thereon or into the sewer, septic, waste treatment, storage or drainage system servicing the Property; (iii) any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law. Mortgagor shall also provide to Lender copies of all notices concerning Hazardous Materials received by Mortgagor and all responses to such notices, including all reports, studies, analyses, data, test results, consultants' reports, laboratory analysis and/or remedial action plans and other materials prepared by or on behalf of Mortgagor. (c) Mortgagor shall not, without Lender's prior written consent, enter into any settlement agreement, consent decree, or other compromise in respect to any actual or potential Hazardous Materials Claim which settlement, consent or compromise might, in Lender's judgment, impair the value of Lender's security. Lender shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions involving Hazardous Materials Claims and have its attorneys' fees in connection therewith paid by Mortgagor.

(41) **Environmental Report.** Upon Lender's request from time to time Mortgagor shall, at Mortgagor's sole cost and expense, cause to be prepared and submitted to Lender a comprehensive environmental survey and report (the "Environmental Report") concerning the Property prepared by or in conjunction with a qualified environmental engineering firm approved by Lender. The Environmental Report shall: (i) determine the existence of any Hazardous Materials on, under or about the Property; (ii) if appropriate, due to the existence of Hazardous Materials, set forth clean-up objectives required by the Illinois Environmental Protection Agency ("IEPA"); (iii) assess Mortgagor's and the Property's compliance with the requirements of all Environmental Laws; and (iv) if necessary, set forth recommendations and procedures for the containment, removal or cleanup of any Hazardous Materials and the maintenance, repair or decontamination of the Property in a manner consistent with Environmental Laws, any clean-up objectives set by the IEPA, and all other applicable federal, state or other governmental laws, regulations and standards. Mortgagor shall, at its sole cost and expense, comply with all requirements and procedures contained in the Environmental Report.

(42) **Remedial Work.** In the event that any investigation, site monitoring, abatement, containment, cleanup, removal, restoration, response or other remedial work of any kind or nature with respect to the Property (the "Remedial Work") is required under any Environmental Law or recommended in any Environmental Report, Mortgagor shall within thirty (30) days after written demand for performance thereof by Lender (or such shorter period of time as may be required under any applicable Environmental Law): (a) commence to perform, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work at Mortgagor's sole cost and expense; and (b) provide Lender with a bond, letter of credit or similar financial assurance acceptable to Lender evidencing that funds are available to pay for the costs of such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Lender, shall achieve any clean-up objectives set by the IEPA and shall be in compliance with applicable Environmental Laws. In the event Mortgagor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lender may, but shall not be required to, cause such Remedial Work to be performed and all reasonable costs and expenses thereof, or incurred in connection therewith, shall become part of the indebtedness secured hereby. Mortgagor hereby specifically grants to Lender and its agents and employees a license to enter upon the Property for the purpose of exercising its rights under this paragraph or under paragraph 43.

(43) **Inspection and Tests.** Lender is authorized by itself, its agents, employees or workers to enter at any reasonable time upon any part of the Property for the purposes of inspecting the same for Hazardous Materials and Mortgagor's compliance with paragraphs 41 and 42, and such inspections may include borings, studies, sampling, and other tests. Mortgagor shall cooperate with Lender in the conduct of such inspections. Mortgagor agrees to reimburse Lender, upon demand, for all reasonable expenses, costs or other amounts incurred by Lender in performing any such inspection.

(44) **Nonliability of Lender.** (a) Lender neither undertakes nor assumes any responsibility or duty to Mortgagor or any third party to select, review, inspect, examine, supervise, pass judgment upon or inform Mortgagor or any third party of the quality, adequacy or suitability of: (i) the presence of any Hazardous Materials on the Property or any other matter set forth in paragraphs 40, 41, 42 and 43; (ii) any Environmental Report; or (iii) any other matters or items the review, inspection, examination or approval by Lender or which is contemplated by this Instrument. Any such selection, review, inspection, examination and the like is solely for the purpose of: (i) determining whether or not Mortgagor's obligations under this Instrument are being properly discharged; and (ii) protecting Lender's security and preserving Lender's rights under this Instrument, and such selection, review, inspection, examination and the like shall not render Lender liable to Mortgagor or any third party for the sufficiency, accuracy, completeness, or legality thereof and shall not operate to waive any rights of Lender hereunder. (b) Lender owes no duty of care to protect or inform Mortgagor or any third party against negligence, faulty, inadequate or defective building or construction or the existence of any environmentally hazardous condition in any manner arising out of or related to the presence of any Hazardous Materials on the Property, and Lender shall not be responsible or liable to Mortgagor or any other party therefor. (c) By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender pursuant hereto, including, but not limited to, any financial statement, survey, appraisal or insurance policy, Lender shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition therof, and such acceptance or approval thereof shall not be or constitute any warranty or representation to anyone with respect thereto by Lender. The consent or approval by Lender to or of any act by Mortgagor requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

(45) **Representations and Warranties.** Mortgagor represents and warrants that, except as otherwise disclosed to Lender in writing: (a) Mortgagor, after reasonable investigation, has no knowledge of: (i) any past or ongoing use of or on the Property or any property adjacent to the Property that has resulted or may result in the presence of any Hazardous Materials on, under or about the Property or on the real property adjacent thereto, or of any aboveground or underground storage tanks or containers on the Real Property or any real property adjacent thereto; (ii) the presence of any asbestos in any improvements comprising part of the Property; or (iii) the presence of any other Hazardous Materials on, under or about the Property or any property adjacent thereto. (b) The Property, its present use and the use contemplated by Mortgagor comply with all applicable Environmental Laws, as well as all federal, state and local land use and zoning laws and regulations. (c) Neither the Property nor Mortgagor is subject to any Hazardous Materials Claim. (d) Neither Mortgagor nor any tenant on the Property has obtained and such persons are not required by any applicable Environmental Law to obtain any license, permit or similar authorization to construct, occupy, operate or use any improvement, fixture or equipment that is part of, or is located on, the Property or to operate any business that is being conducted or intended to be conducted on the Property.

(46) **Indemnity.** (a) Mortgagor shall protect, defend, indemnify and hold harmless Lender, any successor to Lender, any assignee of Lender's interest in and to the Loan, the directors, officers, shareholders, employees and agents of such entities, and their respective heirs, executors, administrators, legal representatives, successors and assigns from and against any and all Hazardous Materials Claims, and also from and against any and all Other Claims. Mortgagor understands and agrees that its obligations under this paragraph shall arise upon the discovery or assertion of any Hazardous Materials Claim or Other Claim, the amount of which may be contingent or unliquidated, and not upon the realization of loss or damage. Mortgagor agrees to pay to Lender from time to time, upon Lender's request, an amount equal to the out-of-pocket expenses incurred by Lender as a result of any Hazardous Materials Claim or Other Claim. Such amounts shall become part of

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COUNTY OF

STATE OF ISRAEL

MY COMMUNICATION EXP APR 12, 1992

NOTARY PUBLIC

day of Sunday, 1970.

My commission originates from [REDACTED]

Deagonorally known to me to be the same person," whose name(s) are _____ signed and delivered the same instrument as THEIR free and clear day in person, and acknowledged that THEY

1. **CHARACTERISTICS OF PUBLICS**
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County 25

State of Illinois

MARY GRETCHEN VA

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LEV L. SEVIGNY

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The undated memo, addressed to the Director of Mortgagor Underwriting, stated that the examination of the instrument should start with a review of the original instrument and the original mortgage agreement. It also mentioned that the examination should include a review of the title to the property under the instrument, the amount of the debt, the name of the mortgagor, and the date of the instrument.