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it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.** 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 waste, and free from mechanics' 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 Mortgagee; (d) complete within a reasonable time any building or buildings 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) institute 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; (j) not to suffer or permit any unlawful use of or any nuisance to exist upon the premises; (k) not to diminish or impair the value of premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act; (l) appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any capacity by reason of this Mortgage; (m) not suffer or permit, without Mortgagee's written consent, (i) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, (ii) a sale, assignment or transfer of any right, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be found in or upon the premises, (iii) any change in the nature or character of the operation of the premises which will increase the intensity of the use thereof, and (iv) a change or alteration of the exterior and interior structural arrangement (but not to the exclusion of others) walls, rooms and halls.

2. **Sale or Transfer of Premises or Interest Therein.** Mortgagor agrees and understands that it shall constitute an event of default under this Mortgage and the Note entitling the remedies herein and in the Note to be exercised if (a) the Mortgagor, or any beneficiary of the Mortgagor, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity recognized in law or equity other than the Mortgagor or the present beneficiary or beneficiaries, (b) allow any lien or security interest to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, excluding taxes and assessments not yet due and payable (c) any articles of agreement for deed or other installment contract for deed, title or beneficial interest or land contract in the premises are entered into, or (d) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgagor or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgagor is conveyed, transferred, or hypothecated, in whole or in part.

3. **Payment of Taxes.** 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 Mortgagee may desire to contest.

4. **Insurance.** Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured, until the indebtedness secured by this Mortgage is fully paid, or in case of foreclosure, until the expiration of any period of redemption, against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Mortgagee such protection is necessary. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require and if required by Mortgagee, flood and rents (which will assure coverage for loss of rental income for twelve (12) consecutive months) insurance. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, but in no event less than the amount needed to pay in full the indebtedness secured hereby) 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 the 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 the respective dates of expiration.

5. **Tax and Insurance Deposits.** In order to more fully protect the security of this Mortgage and to provide security to the Mortgagee for the payment of real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums for all insurance applicable to the mortgaged premises, Mortgagor agrees to pay to Mortgagee, at such place as Mortgagee may from time to time in writing appoint and in the absence of such appointment, then at the office of the Mortgagee in Chicago, Illinois, each month at the due date for the monthly installments of principal and interest as provided for under the Note (in addition to paying the principal and interest provided for under the Note) in an amount as determined by Mortgagee, in such manner as the Mortgagee may prescribe, to provide security for the payment of the real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums for all insurance applicable to the premises. Mortgagor shall deposit at least 60 days prior to the due date of any such real estate tax, assessment (general and special), water or sewer charges, or insurance premiums or interest or amortization payment, such additional amount as may be necessary to provide Mortgagee with sufficient funds in such deposit account to pay each such item at least 60 days in advance of the due date thereof.

If at any time the amount of the real estate taxes, assessments (general or special), water and sewer charges or insurance premiums are increased or Mortgagee receives information that the same will be increased, and if the monthly deposits then being made by Mortgagor for this purpose (if continued) would not make up a fund sufficient in the opinion of the Mortgagee to pay such item 60 days prior to its due date, said monthly deposits shall thereupon be increased and Mortgagor shall deposit immediately with Mortgagee on demand such additional sums as are determined by the Mortgagee so that the moneys then on hand for the payment of said item plus the increased monthly payments and such additional sums demanded shall be sufficient so that Mortgagee shall have received from Mortgagor adequate amounts to pay such item at least 60 days before the same becomes due and payable. For the purpose of determining whether Mortgagor has on hand sufficient moneys to pay any particular item at least 60 days prior to the due date thereof, deposits for each item shall be treated separately, it being the intention that Mortgagee shall not be obligated to use moneys deposited for the payment of an item, not yet due and payable for the payment of an item that is due and payable.

Notwithstanding the foregoing, it is understood and agreed (a) that deposits provided for hereunder may be held by Mortgagee in a single non-interest bearing account, and (b) that Mortgagee at its option may, if Mortgagor fails to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Mortgagee and shall be applied by Mortgagee to the payment of the said real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums, when the same become due and payable. The said deposits shall bear no interest. Failure to pay any of the aforesaid monthly deposits for 10 days after they are due or failure to pay any of the aforesaid additional deposits for 5 days after demand by Mortgagee, shall be an event of default under the Note secured by this Mortgage and under this Mortgage, in which event all remedies under the Note secured by this Mortgage and this Mortgage may be immediately exercised by the Mortgagee and, further, all moneys on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the indebtedness under the Note secured by this Mortgage.

If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special), water and sewer charges, and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. The Mortgagor further agrees that Mortgagee shall not be required to make payments for which insufficient funds are on deposit with the Mortgagee. Mortgagor agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other monies for such purposes and the Mortgagee shall not incur any liability for anything it may do or omit to do.

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such deposits and Mortgagor shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtedness under the Note secured by this Mortgage and the Mortgage (or at any prior time at the election of the then holder of the Note and this Mortgage) the balance of the deposits in its possession shall be paid over to the record owner of the premises at the time of payment and no other party shall have any right or claim thereto in any event.

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6. **Mortgagee's Interest In and Use of Deposits.** In the event of a default in any of the provisions contained in this mortgage or in the Note, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing not less than thirty (30) days prior to the due date thereof to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums.

7. **Mortgagee's Right to Act.** If Mortgagor fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

8. **Adjustment of Leases with Insurer and Application of Proceeds of Insurance.** In case of loss, the 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, collect, compromise and adjust, in its discretion 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. Mortgagor agrees to sign, upon demand by Mortgagee, all receipts, vouchers and releases required of him by the companies. If (a) 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, (b) such damage or destruction does not result in cancellation or termination of such lease, (c) the insurers do not deny liability as to the insured, and (d) such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, such proceeds, after deducting the amount of any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements of 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 the 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 so 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 the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the 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 the 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 undistributed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of lien.

In the case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring 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 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, such successive redeemer may cause the preceding 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.

9. **Stamp, Transfer or Revenue Tax.** If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage, or the recording thereof, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagee, its successor or assigns, against any liability incurred by reason of the imposition of any such tax.

10. **Prepayment Privilege.** At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

11. **Effect of Extensions of Time.** 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 the Mortgagee, notwithstanding such extension, variation or release.

12. **Effect of Changes in Laws Regarding Taxation.** 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 herein, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way laws relating to the taxation of mortgagee or debts secured by mortgagee or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect the Mortgagee or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (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 in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.

13. **Mortgagee's Performance of Defaulted Acts.** In case of default thereon, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, 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 Mortgagee 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 the rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

14. **Mortgagee's Balance on Tax and Insurance Bills, Etc.** Mortgagee in making any payment is hereby authorized: (a) to pay any taxes, assessments and insurance premiums, according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof; or (b) to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

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15. Acceleration of Indebtedness in Case of Default. If a default is made in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagor shall file a petition in voluntary bankruptcy under the United States 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, or fail to obtain a vacation or stay of involuntary proceedings within the (10) days, as hereinafter provided; or (c) the Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor as the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor and the same shall continue for three (3) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

16. Foreclosure; Expenses of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee 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 Mortgagee for 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 Mortgagee 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 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 Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceedings, whether or not actually commenced, shall be immediately due and payable by Mortgagor, with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.

17. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which 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 overplus to Mortgagor, its successors or assigns, as their rights may appear.

18. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of 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 then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee 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 times 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.

19. Assignment of Rents and Leases. To further secure the indebtedness secured hereby, Mortgagor does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, 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 the Mortgagee 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 of the avails thereunder, unto the Mortgagee, and Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its 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 as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, 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 same rights and powers and subject to the same immunities, exemptions of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of paragraph 20 hereof.

The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above described premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor. The Mortgagor waives any rights of set-off against any person in possession of any portion of the above described premises. If any lease provides for the abatement of rent during repair of the premises damaged thereunder by reason of fire or other casualty, the Mortgagor shall furnish to the Mortgagee such insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of said premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting the Mortgagee in possession in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to paragraph 20 hereof. In the exercise of the power herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

The Mortgagor further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises hereinabove described and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph 19 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

20. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum 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, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of the Mortgagor or then owner of the premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if 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 avails, rents issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer 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 the Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated 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 avails, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease, and the Mortgagor shall and does hereby agree to indemnify and hold the 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 and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms,

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

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

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the 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), established claims for damages, if any, and premiums on insurance hereinabove authorized;

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

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

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

22. **Mortgagee's Right of Inspection.** Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. **Late Charge.** In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. **Condemnation.** Mortgagor hereby assigns, transfers and sets over unto Mortgagee 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. Mortgagee 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 Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the 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 Mortgagee'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 8 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 Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had existed at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date on which Mortgagor could so elect) to prepay the indebtedness in accordance with the terms of the Note secured hereby.

25. **Release upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee 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 Mortgagee for the preparation and execution of such release.

26. **Giving of Notice.** 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 the Mortgagor at the mortgaged premises (designated by street address) or to the Mortgagee, at its principal office in Chicago, Illinois to the attention of the office of the Vice President in charge of commercial multi-family real estate loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

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

28. **Waiver of Statutory Rights.** 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 or 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 marshalled 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. **THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES (DESCRIBED HEREIN) SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.**

29. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed, this Mortgagee secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby all in accordance with the application and loan commitment issued in connection with this transaction.

30. **Furnishing of Financial Statements to Mortgagee.** Upon request, Mortgagor shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagor's beneficiary or beneficiaries.

31. **Cumulative Rights.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

32. **Binding on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

33. **Captions.** 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.

34. **See Rider attached hereto and made a part hereof.**
THIS MORTGAGE is executed by the undersigned, 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 (Corporation) (Association) hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the said Mortgagor or on said (Corporation) (Association) personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said (Corporation) (Association) personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, co-signer, surety or endorser, if any.

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IN WITNESS WHEREOF,
not personally but as Trustee as aforesaid, has caused these presents to be signed by its
and its corporate seal to be hereunto affixed and attested by its Land Trust Officer
this 21st day of June 19 90

Assistant Vice President
For purposes of this document
references to Bank of Ravenswood
shall be deemed interchangeable
with First Chicago Bank of Ravenswood

First Chicago
BANK OF RAVENSWOOD
not personally, but as Trustee as aforesaid

ATTEST

Land Trust Officer

By _____
Assistant Vice President

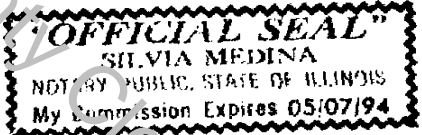
STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, Silvia Medina, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY,
that Marlo V. Gotanco of said (Corporation) (Association) who are personally
known to me to be the same person, whose names are subscribed to the foregoing instrument as such
Land Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and offered the said
instrument as their own free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the use
and purposes therein set forth; and the said Land Trust Officer that and there acknowledged that (he) (she), as custodian of the
corporate seal of said (Corporation) (Association), did affix the corporate seal of said (Corporation) (Association) to said instrument as (his) (her) own
free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the use and purposes therein set
forth.

GIVEN under my hand and Notarial Seal this 21st day of June, 1990.
My Commission Expires:

Silvia Medina

Notary Public



CITICORP SAVINGS FORM 3883A PAGE 6

90325216

Box 165

TRUSTEE MORTGAGE

To
Citibank - Savings of Illinois
a Federal Savings and Loan Association
Citibank, Federal Savings Bank
New Property Located at:
4627 Magnolia, Chicago, Illinois
Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 8000)

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RIDER TO TRUSTEE MORTGAGE

THIS RIDER TO TRUSTEE MORTGAGE, is made this 21st day of June, 1990, by Bank of Ravenswood, not personally, but as Trustee under the provisions of a certain Trust Agreement dated March 10, 1987, and known as Trust Number 25-8388 ("Mortgagor").

1. Rider to Mortgage. This Rider is, by this reference, made a part of and incorporated into that certain Trustee Mortgage executed by Mortgagor in favor of Citibank, Federal Savings Bank ("Mortgagee"), and dated of even date herewith. In the event of a conflict between the terms of this Rider and the preprinted form of Mortgage, the terms hereof shall govern and control. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Mortgage.

2. Security for Note. On April 25, 1988, Bank of Ravenswood, not personally but as Trustee under the provisions of that certain Trust Agreement dated April 18, 1988 and known as Trust Number 25-9207 (the "Maker") executed and delivered a promissory note in the amount of Seven Hundred Seventy-Five Thousand and No/100 Dollars (\$775,000.00) made payable to the Mortgagee (the "Note"), pursuant to a certain Construction Loan Agreement of even date therewith entered into by and between the Maker, Graceland Associates, an Illinois general partnership ("Graceland"), and the Mortgagee (the "Loan Agreement"). Graceland has requested an extension of the maturity date of the Note. The Mortgagee has agreed to make said extension provided that the Maker and Graceland agree to certain revisions to the Loan Agreement, Note and related documents, and provided that the Mortgagee is given additional security, including this Mortgage, for the Note. The beneficiaries of the Mortgagee have a direct interest in the financial benefit and advantage of Mortgagee's agreement to extend the Note and Loan Agreement and, therefore, are giving this Mortgage as additional security for the Note in consideration of the Mortgagee's agreement to extend the Note and other good and valuable consideration the receipt of which is hereby acknowledged.

3. Environmental Matters. Mortgagor represents, warrants, covenants and agrees unto the Mortgagee as follows:

(a) Mortgagor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises, or transport to or from the Premises any Hazardous Substance (as defined herein) or allow any other person or entity to do so;

(b) Mortgagor shall keep and maintain the premises in compliance with, and shall not cause or permit the premises to be in violation of any Environmental Law (as defined herein) or allow any other person or entity to do so;

(c) Mortgagor shall give prompt written notice to the Mortgagee of:

(1) any proceeding or inquiry by any governmental authority whether federal, state or local, with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other property;

(2) all claims made or threatened by any third party against the Mortgagor or the Premises relating to any loss or injury resulting from any Hazardous Substance; and

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(3) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the premises that could cause the premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the premises under any Environmental Law;

(d) Mortgagee shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental Law and the Mortgagor hereby agrees to pay any attorneys' fees thereby incurred by the Mortgagee in connection therewith;

(e) Mortgagor shall indemnify, defend and hold harmless the Mortgagee, its directors, officers, employees, agents, contractors, attorneys, other representatives, successors and assigns from and against any and all loss, damage, cost, expense or liability, including, by way of illustration and not limitation, reasonable attorneys' fees and court costs, directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the premises including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plans. This indemnity and covenant shall survive the reconveyance of the lien of this Mortgage, or the extinguishment of such lien by foreclosure or action in lieu thereof;

(f) For purposes of this Section, the following terms shall have the meanings as set forth below:

(1) "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 U.S.C. Sections 6901 et seq.

(2) The term "Hazardous Substances" shall include without limitation:

(i) Those substances included within the definitions of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," and "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act as amended, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws or under applicable state law;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal laws, or which

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are classified as hazardous or toxic under federal, state, or local laws or regulations; and

(iv) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§1251 et seq. (33 U.S.C. §1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (E) flammable explosives; or (F) radioactive materials.

4. **Compliance with Illinois Mortgage Foreclosure Law.** In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Section 15-1101 et seq., Illinois Revised Statutes) (hereinafter the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagor under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by its judgment of foreclosure.

5. **Cross-Defaults; Multiple Foreclosures.** The Note secured by this Mortgage is also secured by liens on two (2) additional parcels of real estate. Those liens are evidenced by that certain Trustee Mortgage on even date herewith made by Bank of Ravenswood, not personally but as trustee under the provisions of a certain Trust Agreement dated June 11, 1986 and known as Trust Number 25-7820 and that certain Mortgage dated August 25, 1988 made Bank of Ravenswood, not personally but as Trustee under the provisions of a certain Trust Agreement dated April 18, 1988 and known as Trust Number 25-9207 (jointly, the "Additional Mortgages").

Upon the occurrence of an event of default hereunder or under either of the Additional Mortgages, Mortgagee may proceed with foreclosure against any one or more of the parcels secured by this Mortgage and the Additional Mortgages, and in such manner and order as Mortgagee may elect. Mortgagor hereby irrevocably waives and releases, to the extent permitted by law, whether now or hereafter in force, any right to have the three (3) parcels which secure the Note Loan marshalled upon any foreclosure of this Mortgage or the Additional Mortgages.

In the event of a foreclosure of this Mortgage or upon any sale under this Mortgage or the Additional Mortgages pursuant to judicial proceedings or otherwise, the three (3) parcels may be sold in one parcel as an entirety or in such parcels, manner or order as Mortgagee in its sole discretion may elect.

6. **Mortgage Subordination.** This Mortgage is and shall be subject and subordinate to that certain mortgage (the "Prior Mortgage") dated August 25, 1988 made by the Mortgagor in favor of Lender and recorded in the Office of the Recorder, Cook

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County, Illinois on September 21, 1988 as Document No. 88432621, but not to any modification, extension, replacement or renewal thereof and only to the amounts from time to time remaining unpaid thereon. With respect to the Prior Mortgage, Mortgagor and Mortgagee hereby agree as follows:

(a) If the principal amount of the Prior Mortgage is increased over the amount of the unpaid principal as it exists on the date hereof, then a sum equal to the amount of such increase shall immediately become due and payable in reduction of this Mortgage.

(b) Neither the Mortgagor nor any subsequent owner of the premises shall at any time enter into any agreement by which the terms of payment of any principal or interest under the Prior Mortgage is waived, modified, postponed, increased or reduced in rate or amount without the written consent of the Mortgagee. And if any such action be taken by written agreement, oral understanding or by sufferance, the Mortgagee at its option, may declare the entire unpaid balance secured hereunder forthwith due and payable with the same force and effect as though the maturity date hereof coincided with the date upon which any such waiver, modification, postponement, increase or reduction takes effect;

(c) Further and without waiving the right to declare the principal due hereunder, and in addition to said right the Mortgagee in such event, shall have the right to demand and receive in addition to the regular, periodic payments of principal and interest as herein elsewhere provided and in further reduction of the principal of the indebtedness and without affecting such regular periodic payments, a sum equal to the amount by which payments of principal and interest on the Prior Mortgage are reduced, postponed or waived. The said amount shall be payable hereunder without notice or demand and the failure to make such payments to the Mortgagee within ten days after the date upon which the said payments would be payable under the Prior Mortgage were it not for such reduction, postponement or waiver shall, at the option of the Mortgagee, constitute a default hereunder which shall be enforceable with the same force and effect and with the same remedies as though default had been made in the payment of the regular, periodic installments of principal and interest as herein elsewhere provided. If a principal payment is made or required to be made on account of the Prior Mortgage in addition to the regular principal installments, such additional principal payment shall be made in absolute reduction of the Prior Mortgage and Mortgagor shall not take or acquire or permit to be taken or acquired by any other party, a junior or subordinate interest therein;

(d) The Mortgagor shall immediately upon receiving any knowledge or notice of any default under the Prior Mortgage, give written notice thereof to the Mortgagee and shall give to the Mortgagee immediately upon receipt thereof, a true copy of each and every notice, summons, legal process, legal paper or other communication relating in any way to the Prior Mortgage or to the performance or enforcement thereof, or to any default thereunder.

(e) The Mortgagor will, within ten (10) days after written demand from the Mortgagee, use its best efforts to obtain from the mortgagee of the Prior Mortgage and deliver to the Mortgagee a certificate stating that such Prior Mortgage is in full force and effect, is unmodified, that no notice of default thereunder has been served on the Mortgagor thereunder and stating whether or not there are

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any defaults thereunder, and specifying the nature of such defaults, if any;

(f) The Mortgagor will furnish to the Mortgagee, upon demand, proof of payment of all items which are required to be paid by the Mortgagor pursuant to the Prior Mortgage and proof of payment of which is required to be given to the mortgagee under any such Prior Mortgage;

(g) The Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under the Prior Mortgage or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the premises;

(h) If Mortgagor fails to pay any installment of principal or interest or any other amount on the Prior Mortgage when the same becomes due, Mortgagee may pay the same and Mortgagor on demand will repay the amount so paid with interest thereon at the rate set forth in the Note, and the same shall be added to this Mortgage indebtedness and be secured by this Mortgage.

(i) It shall be an event of default under this Mortgage and Mortgagee may declare the whole of the principal and interest due under this Mortgage immediately due and payable or exercise any other remedy provided in the Note or herein, at the option of the Mortgagee if: (i) the Mortgagor fails to pay any installment of principal and interest on the Prior Mortgage within five days after the same is due, or if the Mortgagor fails to keep, observe or perform any of the other covenants, conditions or agreements contained in the Prior Mortgage, or (ii) the Mortgagor fails to pay to the Mortgagee on demand any amount required to be paid to Mortgagee under this Mortgage with respect to prepayments, modifications or principal increases of a Prior Mortgage; or (iii) should any suit be commenced to foreclose the Prior Mortgage.

7. **Acceleration of Indebtedness.** If (a) default be made for fifteen (15) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) Mortgagor shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under chapter of the Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"), to be adjudicated an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it or all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation; or (c) a case, proceeding or other action shall have been instituted against a Mortgagor seeking the entry of an order for relief against Mortgagor as a debtor, to adjudicate Mortgagor as a bankrupt or insolvent, or seeking the organization, arrangement, readjustment, liquidation, dissolution or similar relief against Mortgagor under the Bankruptcy Code or other present or future statute, law, rule or regulation, which case, proceeding or other action either

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results in such entry, adjudication, or issuance or entry of any other order or judgment having a similar effect which remains undismissed for sixty (60) consecutive days, or within sixty (60) days after the appointment without a Mortgagor's consent or acquiescence of any trustee, receiver, custodian or other similar official for it or for all or any substantial part of its assets and properties, and such appointment shall not be vacated; or (d) an order, judgment or decree shall be entered against a Mortgagor by a court of competent jurisdiction which, together with other outstanding orders, judgments and decrees against a Mortgagor exceed or the amount of the indebtedness hereby secured (exclusive of amounts insured against by general liability insurance policies), and shall continue in effect for any period of ten (10) consecutive days without a stay of execution; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor and the same shall continue for three (3) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Mortgage, become immediately due and payable, together with accrued interest thereon, without notice to the Mortgagor.

8. Relief from Automatic Stay. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including the forbearance of Mortgagee from exercising its rights and remedies otherwise available to it under the Loan Documents, as hereby amended, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor or any general partner of Mortgagor shall (a) file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"), (b) be adjudicated an insolvent, (c) file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule or regulation relating to bankruptcy, insolvency or other relief for debtors (d) file an answer admitting the allegations of a petition filed against it in any such proceeding, (e) consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it or for all or any substantial part of its assets or properties, (f) take any action looking to its dissolution or liquidation, (g) be the subject of any case, proceeding or other action instituted against it seeking the entry of an order for relief as a debtor, or to adjudicate Mortgagor or any general partner of Mortgagor as a bankrupt or insolvent, or to seek the reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Mortgagor or any general partner of Mortgagor under the Bankruptcy Code or any other present or future statute, law, rule or regulation relating to bankruptcy, insolvency or other relief for debtors, which case, proceeding or other action either results in such entry, adjudication or issuance of entry of any other order or judgment having a similar effect which remains undismissed for sixty (60) consecutive days or, (h) if within sixty (60) consecutive days after the appointment without Mortgagor's consent or acquiescence of any trustee, receiver, custodian or other similar official for it or for all or any substantial parts of its assets and properties, said appointment shall not have been vacated, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by 11 U.S.C. § 362, or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, as hereby amended, and as otherwise provided by

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law, and Mortgagor hereby agrees to consent to any request by Mortgagee for such relief from the automatic stay.

IN WITNESS WHEREOF, Bank of Ravenswood, not personally but as trustee as aforesaid, has caused these presents to be signed on the date first written above.

For purposes of this document references to Bank of Ravenswood shall be deemed interchangeable with First Chicago Bank of Ravenswood

First Chicago
Bank of Ravenswood, solely as
Trustee as aforesaid

By: [Signature]
Its: Assistant Vice President

Attest: [Signature]
Its: Land Trust Officer

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EXHIBIT A

Legal Description

LOT 54 (EXCEPT THE SOUTH 20 FEET) AND LOT 55 (EXCEPT THE NORTH 20 FEET) IN SHERIDAN DRIVE SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4627 Magnolia, Chicago, Illinois

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EXHIBIT

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