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TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

01007900

The Above Space For Recorder's Use Only

THIS INDENTURE, made October 28 19 91 between W & H Financial Consultants Partnership
herein referred to as "Mortgagors," and
DEVON BANK, An Illinois Banking Corporation

herein referred to as "Trustee," witnesseth That, Whereas, the above are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith executed by Mortgagors, made payable to ~~Devon~~ DEVON BANK

and delivered, in and by which note Mortgagors promise to pay the principal sum of
One Hundred Ninety One Thousand and 00/100 Dollars, and interest from DATE OF DISBURSEMENT

on the balance of principal remaining from time to time unpaid at the rate of ONE (1%) PERCENTAGE POINT*
to be payable in installments as follows: One Thousand Nine Hundred and 00/100 Dollars

on the 1ST day of November 19 91 and One Thousand Nine Hundred and 00/100 Dollars

on the 1ST day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of November 19 90 all such payments on account of the indebtedness evidenced

by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of FOUR (4%) PERCENT and all such payments being made payable at Devon Bank, 6445 N. Western Avenue, Chgo., IL.

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the

City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 13 and 14 in Fitch's Subdivision of the South West 1/4 of Block 25 in Sheffield's Addition to Chicago in SEC 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Recorded Index Number: 14-31-430-038-0000 ; 14-31-430-039-0000 and commonly known as 1648-50 W. North Avenue, Chicago, IL.

*In excess of Prime Rate of Interest as announced and established by the LaSalle Natl. Bank of Chicago or its Successors.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily) and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or central controlled), and ventilation, including (without restricting the foregoing) awnings, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written

W & H FINANCIAL CONSULTANTS PARTNERSHIP
BY: WILLIAM MORALES, PARTNER (Seal) BY: AIXA E. MORALES, PARTNER (Seal)
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) (Seal) (Seal)

State of Illinois, County of Cook I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Morales and Aixia E. Morales

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

Given under my hand and official seal, this 28th day of October 19 91
Commission expires 19 92

Prepared By: Anna Kowal, 6445 N. Western Avenue, Chgo., IL. 60645 Notary Public

NAME DEVON BANK-ATTN. RUSSELL ARMSTRONG
MAIL TO: ADDRESS 6445 N. WESTERN AVENUE
CITY AND STATE CHICAGO, IL. ZIP CODE 60645
OR RECORDER'S OFFICE BOX NO. _____
ADDRESS OF PROPERTY: 1648-50 W. North Avenue Chicago, IL.
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED
SEND SUBSEQUENT TAX BILLS TO: _____
(Name) _____
(Address) _____
DOCUMENT NUMBER 91567656

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THESE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
2. Mortgagors 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 Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note; such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, 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 seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder in the part of Mortgagors.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt in an amount 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 Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, demurrages, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of printing, all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to avoid the same, to holders in any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid. Fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed 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 Mortgagors 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 Trustee hereunder 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 deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except by 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 Trust Deed, 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.
10. No action for the enforcement of the lien of this Trust Deed 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.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence, or condition of the premises nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness in any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under identification No _____

Trustee

CORP. TRUST BANKFORM, INC.

156733

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RIDER ATTACHED TO AND MADE PART OF A TRUST DEED
DATED OCTOBER 28, 1991.

BETWEEN
W & H FINANCIAL CONSULTANTS PARTNERSHIP
AND
DEVON BANK

R.1 If there be a conflict between the provisions of this Rider and the printed Trust Deed (collectively "Trust Deed") to which it is attached, the provisions of this Rider shall prevail.

R.2 Mortgagors shall defend, at its own cost and expense, and hold Trustee harmless from any proceedings or claim affecting the Premises. All costs and expenses incurred by Trustee in protecting its interests hereunder, including, without limitation, all court costs and reasonable attorneys' and accountants' fees, shall be borne by Mortgagors.

R.3 Mortgagors covenant and agree with Trustee that, until all Indebtedness is repaid in full, all toxic substances, within the definition of any applicable statute or regulation, which may be used by any person for any purpose upon the Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental authority, that the Premises will not be used for the principal purpose of storing such substances and that no such storage or use will otherwise be allowed on the Premises which will cause, or which will increase the likelihood of causing, the release of such substances onto the Premises.

R.4 Mortgagors hereby indemnify and save Trustee harmless on and from all loss, cost (including reasonable attorney fees), liability and damage whatsoever incurred by Trustee by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Premises, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that to the extent that Trustee is strictly liable under any such statute, Mortgagor's obligation to Trustee under this indemnity shall likewise be without regard to fault on the part of Mortgagors with respect to the violation of law which results in liability to Trustee.

R.5 Mortgagors shall not, without the prior written consent of Trustee, grant, permit, allow, or suffer any lien, security interest, or other encumbrance (hereinafter called a "Subordinate Mortgage") affecting any of the Premises. If Trustee consents to a Subordinate Mortgage or if the foregoing prohibition is

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determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Mortgage shall contain express covenants to the effect that:

(a) the Subordinate Mortgage is unconditionally subordinate to this Mortgage;

(b) if any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Mortgage, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Trustee;

(c) Rents, if collected by or for the holder of the Subordinate Mortgage, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation and maintenance of the Mortgaged Property in such order as Trustee may determine, prior to being applied to any indebtedness secured by the Subordinate Mortgage; and

(d) a copy of any notice of default under the Subordinate Mortgage and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Mortgage shall be contemporaneously given to Trustee.

R.6 If the ownership (legal or beneficial) of the Premises or any part thereof becomes vested in a person other than Mortgagors, or in the event of a change of any ownership of Mortgagors (legal or beneficial), Trustee may, without notice to Mortgagors, deal with such successor or successors in interest with reference to this Mortgage and to the Indebtedness in the same manner as with Mortgagors without in any way vitiating or discharging Mortgagors' liability hereunder or upon the Indebtedness. No sale of the Premises, and no forbearance on the part of Trustee, and no extension of the time for the payment of the Indebtedness, shall operate to release or affect the original liability of Mortgagors.

R.7 To the extent that Mortgagors may lawfully do so, Mortgagors hereby expressly waive any and all rights pertaining to the marshalling of assets, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage Deed (for itself and on behalf of each and every person and entity, acquiring any interest in or title to the Premises subsequent to the date hereof), the exemption of homestead, the administration of estates of decedents, or other matter to defeat, reduce or affect the right of Trustee to sell the Premises for the collection of the Indebtedness (without any prior or different resort for collection), or the right of

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Trustee to the payment of the Indebtedness out of the proceeds of sale of the Premises in preference to every other person and claimant.

R.8 To the extent that proceeds of the Indebtedness are used to pay any outstanding lien, charge or encumbrance affecting the Premises, such proceeds have been advanced by Trustee at Mortgagors' request, and Trustee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges and encumbrances, irrespective of whether such liens, charges or encumbrances are released of record; provided, however that the terms and provisions hereof shall govern the rights and remedies of Trustee and shall supersede the terms, provisions, rights and remedies under the lien or the liens to which Trustee is subrogated hereunder.

R.9 No waiver of any default on the part of Mortgagors or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Indebtedness shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. Acceptance by Trustee of partial payments shall not constitute a waiver of the default by failure to make full payments.

R.10 All agreements between Mortgagors and Trustee, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity of any of the Indebtedness or otherwise, shall the interest contracted for, charged or received by Trustee exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Trustee in excess of the maximum lawful amount, the interest payable to Trustee shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance Trustee shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal balance of the Indebtedness and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal of the Indebtedness, such excess shall be refunded to Mortgagors. All interest paid or agreed to be paid to Trustee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal of the Indebtedness (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the maximum amount

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permitted by applicable law. This paragraph shall control all agreements between Mortgagors and Trustee.

R.11 With respect to each of the Mortgagors who is an individual, no part of the Premises constitutes any part of his residential homestead.

R.12 If the payment of the Indebtedness, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Trustee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a Subordinate Mortgage upon the Premises or any interest therein, shall take the said lien subject to the rights of the Trustee to amend, modify and supplement this Mortgage, the Note and any and all other Loan Instruments, and to extend the maturity of the Indebtedness, in each and every case without obtaining the consent of the holder of such Subordinate Mortgage and without the lien of this Mortgage losing its priority over the rights of any such Subordinate Mortgage.

R.13 This Mortgage shall be interpreted, governed and construed in all respects by the internal laws of the State of Illinois, and any action commenced to enforce any of the provisions hereof shall have as its venue Cook County, Illinois.

R.14 Notwithstanding anything to the contrary herein contained, in no event shall the Indebtedness hereby secured exceed the sum of Fifty Million Dollars (\$50,000,000.00).

R.15 The occurrence of any one of the following shall be a default hereunder ("Event of Default"):

(a) Any of the Indebtedness is not paid within ten (10) days after the date the same is due, whether by acceleration or otherwise, in accordance with the terms hereof or the Note, or the failure of the Mortgagors to insure the Premises as provided for herein.

(b) Any covenant, agreement, obligation, or condition set forth herein, except for the duty to provide insurance described in paragraph 3 of the Trust Deed hereto, in the Note or in the Loan Instruments other than the payment of money, is not fully and timely performed, or the occurrence of any event of default thereunder and the same is not cured within twenty (20) days after written notice thereof from Trustee, unless Mortgagors are diligently pursuing a cure.

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(c) Any statement, representation or warranty contained herein, in any financial statement or in any other writing delivered to Trustee in connection with the Indebtedness is false, misleading or erroneous in any material, adverse respect, and the same is not corrected within twenty (20) days after notice thereof from Trustee.

(d) Transfer of the Premises, any part thereof, or any interest therein (whether legal, equitable, or beneficial, and including without limitation transfers of all or any part of the beneficial interest in any land trust holding legal title to the Premises, whether said transfer is for collateral purposes or otherwise) to any party other than Mortgagees, whether by operation of law or otherwise, without the prior written consent of Trustee, other than:

(1) obsolete or worn Personal Property replaced by adequate substitutes of equal or greater value than the replaced items when new;

(2) such partial releases, if any, of the Premises as Trustee hereafter may execute;

(e) Without the prior written consent of Trustee, Mortgagees grant any easement or dedication, file any plat, condominium declaration, or restriction, unless such action is contemplated by the Loan Instruments or does not affect the Premises;

(f) The owner of the Premises, or any person obligated to pay any part of the Indebtedness:

(1) shall generally be unable to pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or

(2) commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, termination or composition of it or its debts under any law relating to liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws relating to the relief of debtors; or

(3) in any involuntary case, proceeding or other action commenced against it which seeks to have an order for relief entered against it, as debtor, or seeks reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to liquidation, conservatorship, bankruptcy, moratorium, rearrangement,

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insolvency, reorganization or relief of debtors, (i) fails to obtain a dismissal of such case, proceeding or other action within forty-five (45) days of its commencement, or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or (iii) is the subject of an order for relief; or

(4) conceals, removes or permits to be concealed or removed, any part of its property with intent to hinder, delay or defraud its creditors or any of them, or makes or suffers a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or makes any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffers or permits, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or restraint which is not vacated within thirty (30) days from the date thereof, except that Mortgagors may in good faith, in lieu of so vacating the lien, (i) contest the validity thereof by appropriate proceedings, and (ii) furnish Trustee with an indemnity bond secured by a deposit in cash or other security acceptable to Trustee, or with a surety acceptable to Trustee, in the amount at issue in connection with and secured by the lien, plus a reasonable additional sum to pay all costs, expenses, interest and penalties that may be imposed or incurred in connection therewith, with such conditions of payment as Trustee may reasonably require or

(5) has a court take jurisdiction over, or a trustee, receiver, custodian, conservator, liquidator or other similar official appointed for or take possession of all or any part of the Premises or any other of its property, which court proceeding or appointment remains undismissed for a period of thirty (30) days; or

(6) fails to have discharged within a period of ten (10) days any attachment, sequestration, or similar writ levied upon any property of such person, except that Mortgagors may in good faith, in lieu of so discharging the attachment, sequestration or writ, (i) contest the validity thereof by appropriate proceedings, and (ii) furnish Trustee with an indemnity bond secured by a deposit in cash or other security acceptable to Trustee, or with a surety acceptable to Trustee, in the amount at issue in connection with the attachment, sequestration or writ, plus a reasonable

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additional sum to pay all costs, expenses, interest and penalties that may be imposed or incurred in connection therewith, with such conditions of payment as Trustee may reasonably require; or

(7) fails to pay any final money judgment against such person within thirty (30) days after entry.

(g) The Mortgagors abandon the Premises.

R (b) If an Event of Default shall occur, Trustee may exercise any one or more of the following remedies, without notice:

(a) Trustee may declare the entire unpaid balance of the Note immediately due and payable without notice. Mortgagors hereby waive notice of intent to accelerate, except as may be otherwise provided in the Note.

(b) Trustee may take immediate possession of the Premises or any part thereof (which Mortgagors agree to surrender to Trustee) and manage, control or lease the same to such person or persons and at such rental as it may deem proper and collect all the rents, issues and profits therefrom, including, without limitation, those past due as well as those thereafter accruing, with the right in Trustee to cancel any lease or sublease for any cause which would entitle Mortgagors to cancel the same; to make such expenditures for maintenance, repairs and costs of operation as it may deem advisable; and to apply the residue to the payment of any sums which are unpaid hereunder or under the Note. The taking of possession under this paragraph shall not prevent concurrent or later proceedings for the foreclosure sale of the Premises as provided elsewhere herein.

(c) When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, or upon the occurrence of an Event of Default, Trustee shall have the right (1) to foreclose the lien hereof for such Indebtedness, or (2) to take such other action to protect and enforce Trustee's rights hereunder and the lien hereof, as Trustee deems advisable, including but not limited to the right, if permitted by applicable law, to sell the Premises or any part thereof at public auction, in such manner, at such time and place, upon such terms and conditions, and upon such public notice (consisting of at least an advertisement in a newspaper of general circulation in the county or city in which the Premises is located for not less than once a week for two successive weeks, or such period as the applicable law may require) and, in case of default of any purchaser, resell with postponement of sale or resale, and upon such public notice thereof, as Trustee may

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determine, and upon judicial approval if then required by law, convey the Premises in fee simple and without liability of any purchaser to see to the application of purchase money. In any suit to foreclose the lien hereof, or in the event of any public auction sale, there shall be allowed and included as additional Indebtedness in the decree of sale or otherwise, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee in connection therewith, including, without limitation, attorney's fees, appraiser's fees, sheriff's fees, outlays for documentary and expert evidence, stenographer's 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, and similar data and assurance with respect to title, as Trustee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including, without limitation, the fees of any attorney employed by Trustee in any litigation, proceedings or sale affecting this Mortgage, the Note or the Premises, including, without limitation, probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness and shall be immediately due and payable by Mortgagors, with interest thereon at the lesser of the highest lawful rate per annum or the default rate specified in the Note until paid.

(d) Trustee may exercise any and all other rights, remedies and recourses granted under the Loan Instruments now or hereafter existing in equity or at law for the protection and preservation of the Premises.

(e) Trustee shall have all rights, remedies and recourses granted in the Loan Instruments and available at law or equity (including, without limitation, those granted by the Code and applicable to the Premises, or any portion thereof), and same (1) shall be cumulative and concurrent, (2) may be pursued separately, successively or concurrently against Mortgagors or others obligated for the Indebtedness, or any part thereof or against any one or more of them, or against the Premises, at the sole discretion of Trustee, (3) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagors that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (4) are intended to be, and

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