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(1) All the estate, interest, right, title or claim or demand which Mortgagee now has or may hereafter have or acquire with respect to (i) the proceeds of insurance in effect with respect to the premises; and (ii) any and all awards, claims for damages and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceedings, or by any proceeding or purchase in the nature of the whole or any part of the premises, including, without limitation, any awards and

(h) All right, title, and interest of Mortgagee now owned or hereafter acquired in and to any land or water lying within the premises and going to the real estate and going to the land and adjacent to or used in connection with the real estate and improvements; (i) any and all rights and interests of every name or nature or nature part or used in connection with the real estate and improvements; (ii) all improvements, rights-of-way and other improvements, rights-of-way and other improvements used in connection with the real estate or improvements or as a means of access thereto;

(g) Any interests, claims, or other claims, both in law and in equity, which Mortgagee now has or may hereafter acquire in the real estate or improvements or other rights, interests or properties comprising the premises now owned or hereafter acquired;

(f) All rents, issues, profits, royalties, income, awards and other benefits now or hereafter payable from the real estate and improvements, under leases or otherwise (all hereinafter generally called "rents"), subject to the right, power and authority given to the Mortgagee in the Assignment hereinafter referred to, to collect and apply the rents;

(e) All interests, right, title, and interest of Mortgagee in any and all lands, buildings, improvements or agreements relating to the use and occupancy of the real estate and improvements or any portion thereof, now or hereafter existing or to be created (all hereinafter generally called "deposits"), together with all such deposits, advance rentals and other deposits or payments of nature given in connection with any leases;

(d) All privileges, reservations, allowances, hereditaments, easements, and appurtenances now or hereafter belonging or pertaining to the real estate or improvements;

(c) All buildings and other improvements now or at any time hereafter constructed or erected upon or located on the premises, together with all contents, fixtures and appurtenances thereto belonging (the fee parcel being herein called the "real estate"), together with and including, but not limited to, all fixtures, equipment, machinery, appliances and other articles and furnishings now or hereafter forming part of, attached to, or incorporated in any such buildings or improvements (all hereinafter generally called the "improvements");

(b) All right, title, and interest of Mortgagee in and to any other properties or greater estate in the premises or other rights and interests comprising the premises, now owned or hereafter acquired by Mortgagee;

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1. The Mortgagee will (a) pay when due the principal of and interest and premium, if any, on the indebtedness hereby secured, and all other sums which may become due pursuant thereto, here and all other loan documents (all of which shall constitute so much additional indebtedness hereby secured); (b)

AND the Mortgagee does hereby further covenant and agree as follows:

PROVIDED, NEVERTHELESS, and these provisions are on the express condition that the Mortgagee shall pay when due the indebtedness hereby secured and shall duly perform and observe all of the terms, provisions, covenants, and agreements herein and in the other loan documents provided to be performed and observed by the Mortgagee, then this Mortgage and the amount, rights, and interest of the Mortgagee in the premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

(The Note, this Mortgage, and the assignment of rents are herein together called the "Loan Documents").

(c) Payment of all sums advanced by holder to perform any of the covenants and agreements of Mortgagee hereunder or otherwise advanced by Mortgagee or any holder or holders pursuant to the provisions hereof to proceed, enforce, and preserve the premises and on the premises, together with interest on all such sums at the default rate specified in the Note (herein called the "Default Rate"), to be paid when due and agreed that all such sums with interest thereon being for all purposes hereof deemed so much additional indebtedness hereby secured.

(d) Performance and observance of all the terms, provisions, conditions, and agreements on Mortgagee's part to be performed and observed under and pursuant to that certain assignment of rents dated the date hereof (herein called the "Assignment") from Mortgagee to Mortgagee given as additional security for the indebtedness hereby secured;

(e) Performance by Mortgagee of all obligations of Mortgagee hereunder and all agreements of Mortgagee incorporated by reference herein or contained herein whether or not the Mortgagee shall be personally obligated or liable therefor;

(f) Payment of all other indebtedness hereby secured with interest thereon;

(g) The equal and ratable payment of principal and interest and premium, if any, on the Note and all modifications, extensions and renewals thereof, according to their tenor and effect, without preference or priority of principal over interest or interest over principal;

FOR THE PURPOSE OF SECURING:

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

compensation consisting from a change of grade of streets and awards and compensation for severance damages (all herein generally called "Awards");

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4. The Mortgagee will pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water

5. Except as permitted in Section 21 hereof, the Mortgagee will not create or suffer or permit any lien, charge or encumbrance to attach to the premises, other than permitted title exceptions, whether such lien or encumbrance is in favor of or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.

6. The Mortgagee will promptly repair, replace, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and repair, without waste, and free from encumbrances, mortgages, liens or other liens or claims for lien; (c) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the premises; (d) comply with all requirements of law, municipal ordinance or other regulations of record with respect to the premises and the use thereof; (e) make or permit no material alterations in the premises except as required by law or ordinance without the prior written consent of the holder; (f) comply with all provisions and conditions on tenor hereof to be performed under lease of the premises; (g) suffer or permit no change in the general nature of the occupancy of the premises; (h) not, without Mortgagee's consent, initiate or acquiesce in any zoning regulations with respect to the premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon, or waste of the premises; and (j) not remove any telephone wiring or equipment installed within the premises if to do so would materially damage or destroy any portion of the premises unless Mortgagee first deposits such sum with the Mortgagee or any holder as may be required by the Mortgagee to be retained as a pre-emptive condition. Notwithstanding anything herein contained to the contrary, Mortgagee shall have the right to connect any mechanical, electrical or other devices placed upon the property, provided that Mortgagee shall obtain this insurance over said mechanical, electrical or other devices of the Mortgagee in said property.

7. The Mortgagee shall observe all of the terms, provisions, conditions, covenants, and agreements on the Mortgage, in part to be performed or observed as provided herein or in the Note, any other note or guaranty executed and delivered by Mortgagee to Mortgagee, or other loan documents (and this Mortgage shall secure such payments, performance and observance); (c) pay when due all indebtedness secured by a lien upon the premises, whether such lien is prior to, on a parity with or subordinate to the lien hereof; and perform and observe all of the terms, provisions, and conditions contained in all instruments creating such liens or evidencing or securing any indebtedness secured thereby, provided that nothing in this subsection shall be deemed a consent to the existence of any such liens or to vary the provisions of Section 20 hereof; (d) at all times duly and punctually perform and observe all of the terms, provisions, and conditions on Mortgage, in part to be performed and observed under any lease to the end that no default shall exist under the lease; and (e) not cause, suffer or permit to exist any default under or event or condition which would result or with the passage of time or the giving of notice, or both, constitute a default under any lease, or any encumbrance or lien to any encumbrance or lien to be satisfied the same.

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5. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the premises and the collateral (defined in section 22) and unless waived by mortgagee in writing, the mortgagee shall deposit with the mortgagee or the collection agent, commencing on the date of disbursement of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by mortgagee), a sum equal to the mortgagee's estimate of the premium that will next become due and payable on such policy reduced by the amount, if any, then on deposit with the mortgagee, divided by the number of months to elapse before

5. Mortgagee shall deposit with the mortgagee, or the mortgagee's designated agent (hereinafter called "collection agent"), commencing on the date of disbursement of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by mortgagee), a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the premises (the amount of such taxes next due to be based upon the mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the mortgagee, divided by the number of months to elapse before two months prior to the date when such taxes and assessments will first become due and payable. Such deposits are to be held without any allowance or payment of interest on mortgage and are to be used for the payment of taxes and assessments (general and special) on the premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the mortgagee shall, within ten (10) days after receipt of demand therefor from the mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits, said deposits need not be kept separate and apart from any other funds of the mortgagee. Anything in this section to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, mortgagee will, not later than the thirtieth (30) day prior to the last day on which the same may be paid without penalty or interest, deposit with the mortgagee the full amount of any such deficiency. In any such case or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or against the premises not encumbered by the lien of this mortgage, then the computation of any amount to be deposited under this section shall be based upon the entire amount of such taxes or assessments, and mortgagee shall not have the right to apportion the amount of any such taxes or assessments for the purpose of such computation.

charge, power or service charges, and all other charges against the premises of any nature whatsoever when due, and will, upon written request, furnish to mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. The mortgagee shall pay in full "under protest" any tax or assessment which mortgagee may desire to contest, in the manner provided by



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(c) Rent and general value insurance in amount sufficient to pay during any period of up to twelve (12) months in which the premises may be damaged or destroyed, (1) all rents derived from the premises, (2) all amounts (including but not limited to all taxes, assessments, principal and interest upon the indebtedness hereby secured and insurance premiums)

(b) Comprehensive general liability insurance against bodily injury and property damage arising in connection with the premises with such limits as the mortgagee or any holder may reasonably require;

(a) Insurance against loss or damage to the improvements by fire, theft and malicious mischief and vandalism and such other risks as the mortgagee or the holder may reasonably require, in amount equal to the full replacement value of the premises plus the cost of debris removal, with a full replacement cost endorsement and such other risks as the mortgagee or the holder may reasonably require, in amount equal to the full replacement value of the improvements and malicious mischief endorsement and so-called "all perils" risks covered by the no-called standard extended coverage endorsement, by fire, theft and malicious mischief and vandalism and such other risks as the mortgagee or the holder may reasonably require;

8. The mortgagee will insure and keep insured all of the buildings and improvements now or hereafter constructed or to be constructed upon the premises and each and every part and parcel thereof, against such perils and hazards as the mortgagee or the holder may from time to time reasonably require with no more than \$1,000 deductible in any case, and in any event including any and all insurance required by any laws, and the following:

7. In the event of a default hereunder, the mortgagee may, at its option but without being required to do so, apply any monies at the time on deposit pursuant to section 5 and section 6 hereof on any time on deposit hereunder, all in addition hereto, to the mortgagee for the purpose of making hereunder and shall be subject to the direction or control of the mortgagee; provided, however, that mortgagee shall not be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited under mortgage, while not in default hereunder, shall have furnished mortgage with the bills therefor and requested mortgage to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payments of which they were deposited, accompanied by the bills for such taxes or assessments or insurance premiums, but only for the gross negligence or neglect or omission taken in good faith, but only for the gross negligence or other funds of the mortgagee.

No interest shall be allowed or paid to mortgagee on account of any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the mortgagee.

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for in section 9 and this section 9 hereof; and that the policy furnished by such lease more the requirements set forth in section 9 hereof, provided by section 9 or this section 9 hereof, provided that the holder will accept such policy or policies in lieu of to be maintained for the benefit of both lender and any mortgagee of the property to the terms of such lease, such insurance in (7)

in section 9 hereof, then: lease to required to maintain insurance in the type and amount as set forth in any other lease specifically approved by the holder, the lease under such (c) If under the terms and provisions of any lease now in effect or

expiration, general policy not less than ten (10) days prior to the expiration of in case of insurance policy about to expire, the mortgagee will deliver general policy to the collection agent for the benefit of the holder, and (b) Mortgagee will deliver all policies, including additional and

Holder in the interest may appear, all in form satisfactory to holder. mortgagee clauses or endorsements in favor of and with loss payable to the (a) All policies of casualty insurance that have attached thereto

to the holder and in connection with such insurance; and in amount (subject to the provisions of section 8 hereof) satisfactorily by section 8 hereof shall be in form and substance, and written by companies 9. All policies of insurance to be maintained and provided as required

as amended. Administration pursuant to the Federal Flood Disaster Protection Act of 1973, the premium to be in a "flood plain area" as defined by the Federal Insurance (g) Federal Flood Insurance in the maximum obtainable amount, if

alterations or improvements; and insurance covering all persons engaged in making such construction, provided above; (ii) employer, liability and workmen's compensation claims based on the owner's contingent liability not covered by the insurance "pertaining to occupancy upon completion" and maintenance; (ii) insurance covering work performed and equipment, supplies, and materials furnished, containing during such construction in non-reporting form, covering the total value of against "all risks of physical loss" including collapse and certain coverage alterations to the premises, (f) Builders completed value risk insurance during the construction of any improvements or making of any

carried by person owning or operating like properties; any holder may reasonably require, but in any event not less than customarily (e) Other insurance of the type and in amount as the mortgagee or

replacement cost coverage; Premium, broad form boiler and machinery insurance on all equipment and (d) If there are pressure fired vehicles or vessels within the objects customarily covered by such insurance, providing for full repair and

required herein to be paid by the mortgagee or by owners of the premises;

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Apply the proceeds of insurance consequent upon an insured casualty to the Indemnities hereby secured, in such order or manner as the Holder may direct, but no payment of premium or other charges shall be applicable to any such application provided, that in such case mortgagee shall not be obligated to restore, repair, replace or rebuild the insured casualty.

(1) Apply the proceeds of insurance to reimburse the mortgagee for the cost of repairing, replacing, rebuilding or reconstructing the mortgaged premises or part thereof subject to insured casualty, as provided for in section 2 hereof, and in such case the mortgagee hereby agrees and agrees forthwith to commence and to diligently prosecute such repairing, replacing, rebuilding or reconstructing provided always that the mortgagee shall pay all costs of the repairing, replacing, rebuilding or reconstructing in excess of the proceeds of insurance; or, if mortgagee shall elect not to restore, repair, replace or rebuild, then mortgagee shall

(b) In the event of any insured damage to or destruction of the premises or any part thereof (herein called an "Insured Casualty"), the holder (or the collection agent on behalf of) may, at his election either:

(a) In case of loss covered by policies of insurance, the holder (or, after entry of decree for foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized as an option either (1) to elect to adjust any claim under such policies without the consent of the mortgagee, or (2) allow the mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the mortgagee may elect to adjust further than in any case the mortgagee (as the elector of the holder or the collection agent on his behalf) is authorized, shall, and is hereby authorized to, collect and receive for any such insurance proceeds; and the expenses incurred by the mortgagee, holder or collection agent in the adjustment and collection of insurance proceeds shall be so much additional indebtedness hereby secured, and shall be reimbursed to holder upon demand.

10. The mortgagee will give the mortgagee, each holder and the collection agent prompt notice of any damage to or destruction of the premises, and:

(d) Each policy of insurance shall be endorsed to provide that (1) it may not be cancelled or amended except upon ten (10) days prior written notice to collection agent and holder; and (2) no act or negligence of the insured or any occupant, and no occupancy of the premises or use thereof for purposes more hazardous than permitted by the terms of the policy will affect the validity or enforceability of the insurance as against the mortgagee or any holder.

(1) In the event any such lease shall fail to keep such insurance in full force and effect, and deliver the same as provided for in section 8 and in this section 9 hereof, then the mortgagee shall obtain and deliver such policy or policies as required by section 8 and this section 9 hereof.

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(g) The holder may in any event require the insurance in connection with each distribution of dividends, interest or other proceeds, and the holder may in any event require the insurance in connection with the redemption of the shares, and the holder may in any event require the insurance in connection with the redemption of the shares, and the holder may in any event require the insurance in connection with the redemption of the shares.

(j) No interest shall be allowed to the mortgagee on an account of any proceeds of insurance or other funds held by the holder of the collection agent.

(k) At all times the undistributed balance of such proceeds remaining in the hands of the holder or the collection agent, together with funds deposited for the purpose of the redemption of the shares, shall be held by the holder or the collection agent for the purpose of the redemption of the shares, and the holder or the collection agent shall be liable to pay to the holder or the collection agent the amount of such proceeds or funds as may be required for the redemption of the shares.

(l) Funds other than proceeds of insurance shall be distributed prior to distribution of such proceeds.

(m) No payment made prior to the final completion of the redemption, repair, replacement or rebuilding shall exceed ninety (90) percent of the value of the work performed from time to time.

(n) The holder may in any event, require that all plans and specifications for such reconstruction, repair, replacement and rebuilding be submitted to and approved by the holder prior to commencement of work.

(o) Such proceeds shall be distributed from time to time upon the holder being furnished with satisfactory evidence of the estimated cost of completion of the reconstruction, repair, replacement, and rebuilding together with funds (or insurance certificates) to the holder that such funds are available in addition to the available proceeds of insurance, to complete the reconstruction, repair, replacement, and rebuilding and with such architect's certificates, valuations of the contract, work, materials and such other evidence of cost and of payment as the holder may reasonably require and approve.

11. In the event the mortgagee is entitled to reimbursement out of insurance proceeds held by the holder (or the collection agent) on the behalf:

(c) In the event that proceeds of insurance, if any, shall be made available to the mortgagee for the repairing, rebuilding or rebuilding of the premises, the mortgagee hereby consents to release, repair, replace or rebuild the same to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the holder.

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

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

12. No prepayment premium or penalty shall be applicable with respect to any amount of such award applied upon the indebtedness hereby secured as provided for herein.

(a) No interest shall be allowed to Mortgagee on account of any award held by the Holder or the collection agent.

(d) Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of the Holder, be applied on account of the indebtedness hereby secured then most remotely to be paid, or be paid to any other party entitled thereto.

(c) If the amount of such award is insufficient to cover the cost of rebuilding or restoration, the Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award.

(b) If the Mortgagee is required or permitted to rebuild or restore the premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by the Holder and proceeds of the award shall be paid out in the same manner as provided in Section 8 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration.

(a) Mortgagee shall notify Mortgagee, in writing, not later than thirty (30) days from the date of the receipt of the award by Mortgagee, of its election to rebuild or restore the premises, or to apply said proceeds to the reduction of the indebtedness hereby secured. If Mortgagee elects to rebuild or restore the premises, the proceeds shall be held by the Holder or by the collection agent on its behalf and shall be used to reimburse the Mortgagee for the cost of such rebuilding or restoring.

11. Mortgagee hereby assigns, transfers, and vests over unto the Holder the entire proceeds of any award or claim for damages for any of the premises taken or damaged under the power of eminent domain, or by condemnation; and, in connection therewith:

(h) If after completion of and payment of all costs of restoration, repair, replacement, and rebuilding any proceeds of insurance remain unexpended, such unexpended proceeds shall be applied first to reimburse Mortgagee for any funds advanced by Mortgagee in payment of such costs and any remainder shall be applied by Mortgagee upon the indebtedness hereby secured without prepayment premium or penalty.

(c) The mortgagee or any holder, in making any payment hereby authorized (5) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax,

(b) Inaction by mortgagee or any holder shall never be considered as a waiver of any right accruing to it on account of any default on the part of the mortgagor.

(a) All moneys paid by the mortgagee or any holder for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees incurred by the mortgagee or any holder in connection with the enforcement of any rights and remedies herein contained or in connection with any action or proceeding instituted or threatened, which the mortgagee or any holder may be made a part on account of this mortgage or the interest of the mortgagee or any holder in the premises and any other moneys advanced by the mortgagee or any holder to protect the premises and the lien hereof, shall be so much additional indebtedness hereby secured, and shall become immediately due and payable without notice, and shall bear interest thereon at the default rate until paid.

17. In case of default herein, the mortgagee (at the request of the holder) or any holder may, but shall not be required to, perform any act or thing, and make any payment required of lender under any lease, make full or partial payments of principal or interest on prior or junior encumbrances, if any, and purchase, refinance, or redeem from any tax sale or foreclosure affecting the premises, or consent to any tax or assessment, and in connection with the foregoing, the mortgagee (at the request of the holder), or any holder may, expand to the mortgagee or holder so doing, and without limiting the mortgagee's liability therefor) in any form and manner deemed proper any action herein required of the mortgagee (whether or not the holder) or any holder may, but shall not be required to, make any payment or perform any action herein required of the mortgagee (at the request of the holder) or any holder, but shall not be required to, make any payment or

16. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interested in the same in an action at law upon the note.

15. If the payment of the indebtedness hereby secured 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 the premises, shall be held to answer to such extension, variation or release, and their liability, and the lien, and all provisions thereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the mortgagee and the holder, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the premises, or any interest therein, shall take the said lien subject to the rights of the mortgagee and the holder herein to amend, modify, and supplement this mortgage, the note, and the assignment, and to extend the maturity of the indebtedness hereby secured, in such and every case without obtaining the consent of the holder of such junior lien and without the lien of this mortgage losing its priority over the rights of any such junior lien.

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In each case whether any such conveyance, sale, assignment, transfer, lien,

or of such partnership or joint venture. (c) If the Mortgagee is or at any time shall be a partnership or joint venture, any partner or joint venturer thereof shall create, effect or

if the Mortgagee is or at any time shall be a corporation, any shareholder of such corporation shall create, effect or consent to or shall

(a) The Mortgagee shall create, effect or consent to or shall

20. Subject to the provisions of section 21 hereof, it shall be an

19. The Mortgagee will (a) within ninety (90) days after the end of each

18. The Mortgagee and any Holder and the Collection Agent upon prior

may be asserted.

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(c) The collateral will be kept at the real estate comprised in the premises, and will not be removed therefrom without the consent of the holder and mortgagee (being the secured party as that term is used in the code); and the collateral may be affixed to the real estate but will not be affixed to any other real estate.

(b) The collateral to be used by the mortgagee solely for business purposes, being installed upon the premises for mortgagee's use or as the equipment and furnishings by mortgagee, as landlord, as tenants or the premises.

(a) The mortgagee (being the debtor as that term is used in the code) in and will be the true and lawful owner of the collateral.

22. In addition to the lien which this mortgage places upon the real estate conveyed hereunder, this mortgage also constitutes a security agreement under the Uniform Commercial Code of the state of Illinois (herein called the "Code") with respect to all cars, trucks, trailers and avails of any kind of the premises, and with respect to any part of the premises which may or might now or hereafter be deemed to be personal property, fixtures or property other than real estate (all for the purpose of this section 22 called "collateral"); all of the terms, conditions, covenants, and agreements contained in this mortgage pertain and apply to the collateral as fully and to the same extent as to any other property comprising the premises; and the following provisions of this section shall not limit the generality or applicability of any other provision of this mortgage but shall be in addition thereto:

(c) Transfer of the premises, or parts thereof, or interest therein or any beneficial interest, whether of stock or partnership or joint venture interest, the transfer of which would otherwise result in an event of default pursuant to the provisions of section 20 hereof, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner, or heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee.

(b) The lien of current taxes and assessments not in default;

(a) Liens securing the indebtedness hereby secured;

21. The provisions of section 20 hereof shall not apply to the following transfers and encumbrances, each of which shall be deemed comprised to:

pledge, mortgage, security interest, encumbrance or attachment as effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise, the provisions of this section 20 shall be operative with respect to, and shall be binding upon any person who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the premises, or such beneficial interest in, share of stock of or partnership or joint venture interest.

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Any such notice may be held as part of and in conjunction with any foreclosure proceedings in any public place and in the case of a mortgagee or holder of a mortgage, the mortgagee or holder may buy at private sale. Any such notice shall be held as part of and in conjunction with any foreclosure proceedings in any public place and in the case of a mortgagee or holder of a mortgage, the mortgagee or holder may buy at private sale.

(1) No financial statement covering any of the collateral or any proceeds thereof in any public office except pursuant hereto, and the mortgagee or holder shall at his own cost and expense, upon demand, furnish to the mortgagee or holder such further information and will execute and deliver to the mortgagee or holder such financial statements and other documents as the mortgagee or holder may reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the collateral as security for the indebtedness hereby secured, subject to any adverse liens or encumbrances, and the mortgagee or holder shall pay the cost of filing the same or filing or recording such financial statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the mortgagee or any holder to be necessary or desirable.

(2) Upon the occurrence of any default or event of default hereunder (regardless of whether the code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), the mortgagee (at the request of the holder) or any holder at its option may declare the indebtedness hereby secured immediately due and payable, all as more fully set forth in section 23 hereof, and thereupon the mortgagee and the holder shall have the remedies of a secured party under the code, including without limitation, the right to take immediate and exclusive possession of the collateral, or any part thereof, and for that purpose may, so far as the mortgagee can give authority herefor, with or without judicial process enter the collateral or any part thereof may be situated and remove the same therefrom (provided that if the collateral is situated in a state, such removal shall be subject to the conditions stated in the Code), and the mortgagee and the holder and each of them shall be entitled to hold, maintain, preserve and prepare the collateral for sale until disposed of, or may propose to realize the collateral subject to mortgage, a right of redemption or satisfaction of the mortgage, a obligation, as provided in the code. The mortgagee and the holder without removal may render the collateral unusable and dispose of the collateral on the premises. The mortgagee and the holder may request the mortgagee to assemble the collateral and make it available to the mortgagee and the holder for their possession at a place to be designated by them which in reasonably convenient to both parties. The mortgagee or holder, as the case may be, will give mortgagee at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by registered or certified mail, postage prepaid, to the address specified for notices to mortgagee as set forth in section 27 hereof at least five (5) days from the time of the sale or disposition. The mortgagee or any holder may buy at any public sale and if the collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standardized price quotations, mortgagee or any holder may buy at private sale.

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(d) The only persons having any interest in the premises are (1) the mortgagee; (2) the mortgagee and the holder; and (3) persons under existing loans.

(e) No financial statement covering any of the collateral or any proceeds thereof in any public office except pursuant hereto, and the mortgagee or holder shall at his own cost and expense, upon demand, furnish to the mortgagee or holder such further information and will execute and deliver to the mortgagee or holder such financial statements and other documents as the mortgagee or holder may reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the collateral as security for the indebtedness hereby secured, subject to any adverse liens or encumbrances, and the mortgagee or holder shall pay the cost of filing the same or filing or recording such financial statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the mortgagee or any holder to be necessary or desirable.

(1) Mortgagor shall file a petition in voluntary bankruptcy

(j) (and for the purposes of this section 23(i) the term "Mortgagor" shall mean and include not only the mortgagor named above, but also each proprietor of the premises and each person who, as guarantor, co-maker or otherwise shall be or become obligated upon all or any part of the indebtedness hereby secured or any of the covenants or agreements in this Mortgage or in the Note or other Loan Documents contained):

(a) If default is made in the maintenance and delivery by Mortgagor of insurance required to be maintained and delivered hereunder, without notice or grace of any kind;

(d) If any default or event of default shall occur under any lease, or if there shall occur any event which alone or with the passage of time or the giving of notice, or both, would, in the reasonable judgment of any Holder, entitle Lessor under any lease to terminate the lease;

(c) If any event of default or default shall occur under any of the Loan Documents, and any applicable grace periods shall have expired;

(b) If an event of default pursuant to section 20 hereof shall occur and be continuing;

(a) If default is made in the due and punctual payment of any Note or any installment of any Note, either principal or interest, as and when the same is due and payable; or if default is made in the making of any payment or of monies required to be made hereunder or under the Note, or any other of the Loan Documents, and any applicable period of grace specified in the Note shall have elapsed;

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

(h) The terms and provisions contained in this section 22 shall, unless the context otherwise requires, have the meaning and be construed as provided in the code, and the Mortgage and the Holder shall be deemed accrued parties for the purpose of the code, with respect to this section 23.

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

The Mortgage for any surplus realized on such disposition, satisfaction of the indebtedness hereby secured. The Holder will account to the Mortgagee for any surplus realized on such disposition, the real estate to be sold as one lot if Mortgagee (at the direction of the Holder) or any Holder so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by the Mortgagee and the Holder, shall be applied in satisfaction of the indebtedness hereby secured.

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than the mortgagee (at the direction of any holder) or any holder in the mortgage and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any rights of the mortgagee or any holder, to declare, without further notice, all indebtedness hereby secured to be immediately due and payable, whether or not such event or default be the result of any holder, and the mortgagee (at the direction of any holder) or any holder may immediately proceed to foreclose the mortgage and/or to exercise any right, power or remedy provided by the mortgage and the Note, by the assignment or by law or in equity conferred, all without prejudice, demand, notice of broken conditions or other notice

(f) If the premises shall be abandoned;

(t) If any representation or warranty made by or on behalf of the mortgagee or the beneficiary herein or in any of the loan instruments or in any other documents or certificates delivered in connection with the indebtedness hereby secured shall prove untrue in any material respect;

(h) If any default in the due and punctual performance or observance of any agreement or condition herein or in any Note or other loan documents be specifically enumerated in this section, it shall constitute for the purpose of this section a default in the performance of the mortgagee

(g) If any default shall occur (and shall not be cured within any applicable grace period) under the provisions of section 30 hereof or under the assignment referred to in said section;

(v) Mortgagee shall make an assignment for the benefit of creditors or shall file in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the premises;

(lv) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the mortgagee or for all or the major part of the mortgagee's property or the premises in any involuntary proceedings, or a court shall have taken jurisdiction of all or the major part of the mortgagee's property or the premises in any involuntary proceedings for the reorganization, dissolution, liquidation, reorganization or winding up of the mortgagee, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed or stayed on appeal or otherwise stayed with sixty (60) days;

(l) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the mortgagee or for all or the major part of the mortgagee's property or the premises in any involuntary proceedings under such bankruptcy code or similar law, such proceedings shall not have been vacated or stayed;

(ll) Mortgagee shall file an answer admitting liability or inability to pay its debts;

Under the Chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;

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26. Upon, or at any time after, the filing of a complaint to foreclose this mortgage, the court with which such complaint is filed may and it shall appoint a receiver of the premises, without notice, without delay or delay of any kind, and the receiver shall take possession of the premises, and shall have the power to collect the rents, issues, and profits of the premises with full power to protect, control, manage, operate, complete construction of and pay the cost of construction of and rent the premises and shall have all other customary

25. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, the mortgagee or the holder or either of them 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 an additional indebtedness in the decree for sale, all reasonable expenses and expenses which may be paid or incurred by or on behalf of the mortgagee or any holder for attorneys' fees, appraisal, a fee, mortgage, a fee, outlays for documentary and export evidence, stenographer's charge, 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, zoning certificates, and similar data and assurance with respect to title, as the mortgagee or any holder may deem reasonably necessary either to procure such title or evidence to bidders as to value which may be had pursuant to such decree, the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this section mentioned, 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 as in this mortgage provided, including the fees of any attorney or attorneys employed by the mortgagee or any holder in any litigation or proceedings involving, relating to or affecting this mortgage, the note or the premises, including private and bankruptcy proceedings, or in preparation for the commencement or defense of any proceedings or threatened suits or proceedings, shall be no such additional indebtedness hereby secured and shall be immediately due and payable by the mortgagee, with interest thereon at the default rate until paid.

24. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, the mortgagee (or the holder of any holder) or upon the premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues, and profits of the premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the premises, may be applied to the payment of taxes, insurance premiums and other charges against the premises, or in reduction of the indebtedness hereby secured; and the rents, issues, and profits of and from the premises are hereby specifically pledged to the payment of the indebtedness hereby secured.

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30. no further security for the indebtedness hereby secured, the mortgagee has, concurrently herewith, executed and delivered to the holder, the assignment wherein and whereby, among other things, the mortgagee has assigned to the holder, all of the rents, issues, and profits and any and all issues and/or the rights of management of the premises, all as therein more specifically set forth, which said assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein in length. The mortgagee agrees that it will duly perform and observe all of the terms and provisions on the part to be performed under the assignment. The mortgagee further agrees that it will duly perform and observe all of the terms and provisions on the part to be performed and observed under all issues of the premises to the end that no default on the part of the mortgagor shall exist thereunder. Nothing herein contained shall be deemed to obligate the mortgagee or any holder or the collection agent to perform or discharge any obligation, duty or liability of the mortgagor under any issue of the premises, and the mortgagee shall and does hereby indemnify and hold the mortgagee and any holder and the collection agent harmless from any and all liability, loss or damage which the mortgagee or any holder or the collection agent may or might incur under any issue of the premises or by reason of the assignment, and any and all such liability, loss or damage incurred by the mortgagee or any holder or the collection agent, together with the costs and expenses, including reasonable attorneys' fees, incurred by the mortgagee or any holder or the collection agent in the defense of any claims or demands thereon (whether successful or not), shall be so much additional indebtedness hereby secured, and the mortgagee shall reimburse the mortgagee and holder and the collection agent thereon on demand, together with interest at the default rate from the date of demand to the date of payment.

may, exemption or extension law, any "homestead law" or any so-called "mortgage law" now or at any time hereafter in force, not claim, take or issue upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appreciation of the premises, or any part thereof, prior to any sale or issue hereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court or comparable jurisdiction; or after such sale or issue claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the maintaining thereof, upon foreclosure sale or other enforcement hereof. Mortgagee hereby expressly waives any and all rights of redemption from foreclosure under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each party, excepting only decree or judgment creditors of the mortgagee acquiring any interest in or title to the premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the mortgagee and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of chapter 110, paragraph 15-1502 of the Illinois Revised Statutes (1989) or other applicable replacement statute. Insofar as the mortgagee may lawfully agree, the mortgagee covenants and agrees not to invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein otherwise intended or delegated to the mortgagee or any holder, but covenants and agrees to suffer and permit the execution of every such right, power, and remedy as though no such law or law had been made or enacted.

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36. This mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon mortgagor and its successors and assigns (including, without limitation, each and every person having an interest in the record owner of the premises or any other person having an interest therein) and shall inure to the benefit of the mortgagee and the holder, and their respective successors and assigns. Wherever hereon the holder is referred to, such reference shall be deemed to include the holder from time to time or the Note, whether so expressed or not; and each such holder of any Note from time to time shall have and enjoy all of the rights, privileges, powers, options, and benefits afforded hereby and hereunder, and may enforce all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder from time to time were herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated a holder.

35. Each right, power, and remedy herein conferred upon the mortgagor, any holder and collection agent is irrevocable and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, in law or in equity, and each and every right, power, and remedy herein set forth or otherwise to existing may be exercised from time to time as often and in such order as may be deemed expedient by the mortgagee and any holder, and the exercise of the beginning of the exercise of one right, power or remedy shall not be a waiver of the rights to be exercised as the same time or thereafter any other right, power or remedy; and no delay or omission of the mortgagee or any holder or in the exercise of any right, power or remedy affecting hereunder or arising otherwise shall constitute any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

34. In the event that the ownership of the premises becomes vested in a person or persons other than the mortgagor, the mortgagee, any holder and collection agent may, without notice to the mortgagor, deal with such mortgage or assignment in interest of the mortgagor with reference to this mortgage and the indebtedness hereby secured in the same manner as with the mortgagor, and the collection agent will give immediate written notice to the mortgagor, any holder and collection agent of the premises, but nothing in this section contained shall vary or negate the provisions of section 20 hereof.

33. At the request of mortgagee or any holder, the mortgagor will cause this mortgage and all other documents securing the indebtedness hereby secured to be properly filed and/or recorded at mortgagor's own expense and in such manner and in such places as mortgagee or any holder may request in order to fully preserve, protect, and protect the rights and security of the mortgagee or any holder.

32. Mortgagor covenants and agrees at all times to be in full compliance with provisions of law prohibiting discrimination on the basis of race, color, creed or national origin including, but not limited to, the requirements of Title VIII of the 1968 Civil Rights Act.

31. Nothing herein contained shall be construed as constituting the mortgagee or any holder as a holder in possession.

(a) conduct and complete all investigations, studies, sampling and

11. Mortgages shall:

10. Mortgagee shall keep or cause the premises to be kept free of Hazardous Materials, and, without limiting the foregoing, Mortgagee shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable Federal, State and local laws and regulations, nor shall Mortgagee cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagee or any tenant, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.

(d) Mortgagee shall deliver to Mortgagor the Disclosure Document in accordance with Section 4 of the Illinois Responsible Property Transfer Act (hereinafter called "Act") on or before the date hereof.

(c) For purposes of this Mortgage, "Hazardous Materials" include, without limitation, any flammable, explosive, radioactive materials, hazardous wastes, hazardous materials, or toxic substances or related materials defined in any Federal, State or local governmental law, ordinance, rule or regulation.

(b) Mortgagee has never received any notice of any violation of Federal, State or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, production or disposal of Hazardous Materials and, to the best of Mortgagee's knowledge, there have been no actions commenced or threatened by any party for noncompliance.

(a) Mortgagee has not used Hazardous Materials (as defined hereinafter) on, from or affecting the premises in any manner which violates Federal, State or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, production or disposal of Hazardous Materials, and that, to the best of Mortgagee's knowledge, no prior owner of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on, from or affecting the premises in any manner which violates Federal, State or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, production or disposal of Hazardous Materials.

12. Mortgagee represents and warrants that:

30. Whomever in this Mortgage the context requires or permits the singular shall include the plural, the plural shall include the singular, and the masculine and neuter shall be freely interchangeable.

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

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43. It is understood and agreed that the loan advanced by the Note and secured hereby is a business loan within the purview of Section 6404 of Chapter 17 of the Illinois Revised Statutes (1909), or any substitute,

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Primitivo Cruz
2205 W. Germak Rd.
Chicago, IL 60608

(b) It to Mortgagee:

Metropolitan Bank
2201 W. Germak Rd.
Chicago, IL 60608

(a) It to Mortgagee/Bank:

42. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively served if personally delivered or there (3) days after having been mailed by United States Mail, certified mail, return receipt requested, postage prepaid to the parties hereto at the addresses shown below or at such other addresses as the parties hereto may by notice specify:

(iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagees, which are based upon or in any way related to such hazardous materials including, without limitation, reasonable asbestos, lead, and consultants, tests, investigations and laboratory fees, court costs, and litigation expenses

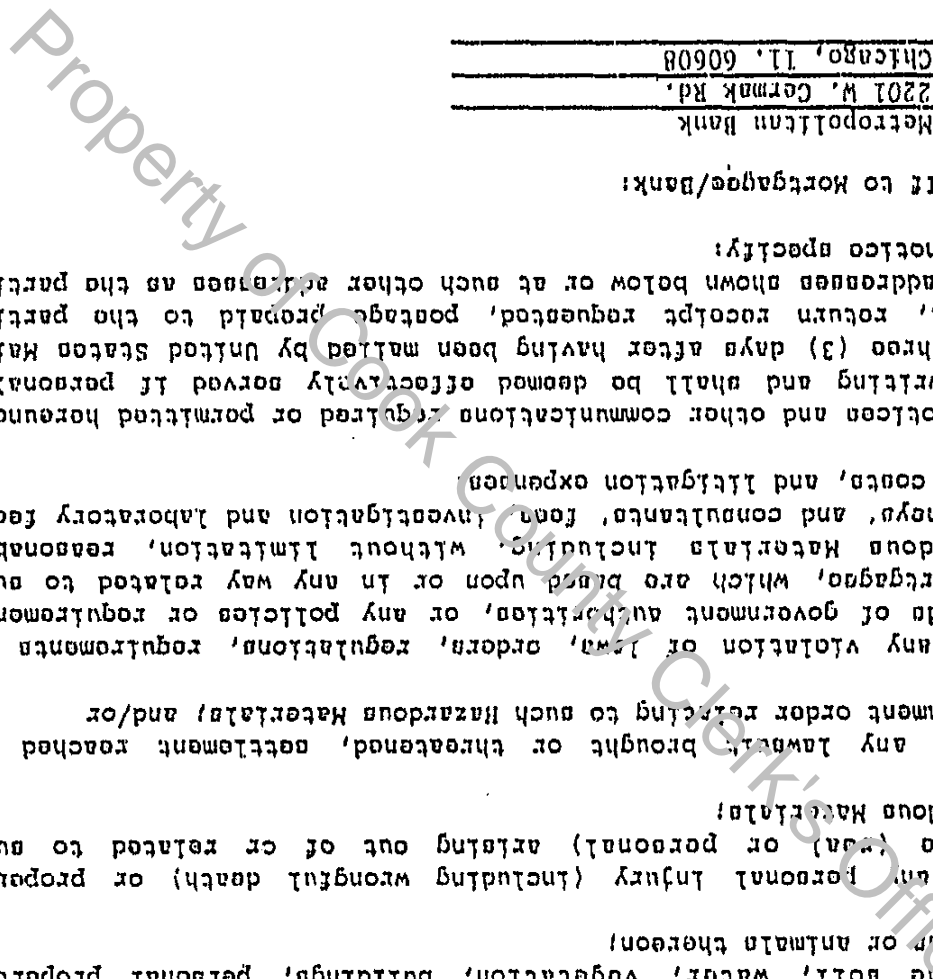
(iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or

(ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials;

(i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon;

(b) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, litigation, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to:

and all removal, removal and other actions necessary to clean up and remove all hazardous materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and



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44. Notwithstanding anything to the contrary herein contained, Mortgagee shall have the right to contest by appropriate legal proceedings diligently prosecuted any taxes imposed or assessed upon the premises or which may be or become a lien thereon and any mechanism, water payment, or other liens or claims for lien upon the premises (all herein called "contested liens"), and no contested liens shall constitute an event of default hereunder if, but only if:

(a) Mortgagee shall forthwith give notice of any contested lien to Mortgagee, the holder and collection agent at the time the name shall be ascertained;

(b) Mortgagee shall deposit with the holder (or the collection agent on the holder's behalf) the full amount (herein called the "lien amount") of such contested lien or which may be secured thereby, together with such amount as the holder may reasonably estimate as interest or penalties which might accrue during the period of contest; provided that in the event of such payment Mortgagee may furnish to holder a bond or title insurance in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to holder;

(c) Mortgagee shall diligently prosecute the contest of any contested lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the premises, and shall pay all expenses and Holder to be reimbursed in such contest and shall pay all expenses incurred by the Mortgagee and Holder in so doing, including fees and expenses of counsel (all of which shall constitute so much additional indebtedness hereby secured bearing interest at the default rate until paid, and payable upon demand);

(d) Mortgagee shall pay such contested lien and all lien amounts together with interest and penalties thereon (i) if and to the extent that any such contested lien shall be determined adverse to Mortgagee, or (ii) forthwith upon demand by Mortgagee, any holder or the collection agent, and the reasonable option of Mortgagee, any holder or the collection agent, and notwithstanding any such contest, the premises shall be in jeopardy or in danger of being foreclosed or forfeited; provided that if Mortgagee shall fail to so do, Mortgagee, any holder or the collection agent may, but shall not be required to, pay all such contested liens and lien amounts and interest and penalties thereon and such other sums as may be necessary to the judgment of the Mortgagee, any holder or the collection agent to obtain the release and discharge of such liens; and any amount expended by Mortgagee, any holder or the collection agent in so doing shall be so much additional indebtedness hereby secured bearing interest at the default rate until paid, and payable upon demand; and provided further, that Mortgagee, any holder or the collection agent may in its discretion (b) suspend its collection of such contested lien and apply for the purchase money and payback upon demand; and provided further, that Mortgagee, any holder or the collection agent shall be so much additional indebtedness hereby secured bearing interest at the default rate until paid, and payable upon demand as provided in subsection (b) above and may demand payment upon any bond or estate instrument furnished by it.

(a) Mortgagee shall forthwith give notice of any contested lien to Mortgagee, the holder and collection agent at the time the name shall be ascertained;

(b) Mortgagee shall deposit with the holder (or the collection agent on the holder's behalf) the full amount (herein called the "lien amount") of such contested lien or which may be secured thereby, together with such amount as the holder may reasonably estimate as interest or penalties which might accrue during the period of contest; provided that in the event of such payment Mortgagee may furnish to holder a bond or title insurance in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to holder;

(c) Mortgagee shall diligently prosecute the contest of any contested lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the premises, and shall pay all expenses and Holder to be reimbursed in such contest and shall pay all expenses incurred by the Mortgagee and Holder in so doing, including fees and expenses of counsel (all of which shall constitute so much additional indebtedness hereby secured bearing interest at the default rate until paid, and payable upon demand);

(d) Mortgagee shall pay such contested lien and all lien amounts together with interest and penalties thereon (i) if and to the extent that any such contested lien shall be determined adverse to Mortgagee, or (ii) forthwith upon demand by Mortgagee, any holder or the collection agent, and the reasonable option of Mortgagee, any holder or the collection agent, and notwithstanding any such contest, the premises shall be in jeopardy or in danger of being foreclosed or forfeited; provided that if Mortgagee shall fail to so do, Mortgagee, any holder or the collection agent may, but shall not be required to, pay all such contested liens and lien amounts and interest and penalties thereon and such other sums as may be necessary to the judgment of the Mortgagee, any holder or the collection agent to obtain the release and discharge of such liens; and any amount expended by Mortgagee, any holder or the collection agent in so doing shall be so much additional indebtedness hereby secured bearing interest at the default rate until paid, and payable upon demand as provided in subsection (b) above and may demand payment upon any bond or estate instrument furnished by it.

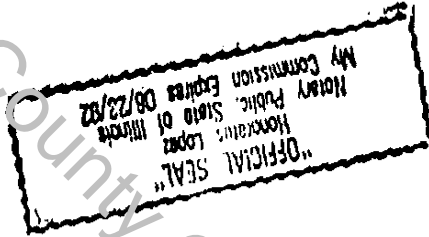
amended or replacement issued, transferred solely for the purpose of carrying on or acquiring the business of the Mortgagee as contemplated by said section.

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Property of Cook County

THIS DOCUMENT PREPARED BY
CHERYL BRUECKMANN
2201 WEST CERMAK
CHICAGO, IL 60608-3996

THIS INSTRUMENT WAS PREPARED BY:
PLEASE RETURN TO:



Cheryl Brueckmann
Notary Public

GIVEN under my hand and official seal this 21st day of November, 1991.
I, Henry Cruz, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that PRIMITIVO CRUZ whose name
personally known to me to be the same person, appeared before me this day in
subscribed to the foregoing instrument, appeared and delivered the said
person, and acknowledged that he signed, sealed and delivered the said
instrument as free and voluntary act, for the uses and purposes therein set
forth.

State of Illinois
County of Cook

(AND APPROPRIATE ACKNOWLEDGMENT)

X _____

Primitivo Cruz
X _____

IN WITNESS WHEREOF, the undersigned have caused these pages to be
aligned by each on the day, month, and year first above written.

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Property of Cook County Clerk's Office

Exhibit "A" attached hereto and made a part hereof:

Parcel 1: Lot 3 in Morgan's Subdivision of the East 1/2 of Block 1 of Leighton's Subdivision of the West 1/2 of the Northwest 1/4 of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2205 W. Germak Rd. PIN: 17-30-103-008

1st Mortgage

Parcel 2: Lot 25 in Block 4 in Ward's Subdivision of Blocks 1, 4 and 5 in Stone and Wittneys Subdivision of Part of Section 6 and 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4458 S. Wood PIN: 20-06-408-049

3rd Mortgage

Parcel 3: Lot 75 in Enos Ayres Subdivision of Block 52 in Subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1952 W. 21st St. PIN: 17-19-418-016

2nd Mortgage