

MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT
UNOFFICIAL COPY 01125617
AND TRUST 01125617

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of FEBRUARY 21, 19 91 from Bank of Chicago/Garfield Ridge, not personally but solely as Trustee pursuant to Trust Agreement dated SEPTEMBER 6, 19 89 and known as Trust No. 89-9-2 ("Mortgagor"), with a mailing address at 6353 West Fifty-fifth Street, Chicago, Illinois, 60638 and Bank of Chicago/Garfield Ridge ("Mortgagee"), with a mailing address at 6353 W. 55th Street, Chicago, Illinois 60638 WHEREAS, Mortgagor is justly and truly indebted to Mortgagee in the principal sum of ONE HUNDRED SEVENTY THREE THOUSAND AND 00/100 (\$173,000.00) Dollars evidenced by a certain Promissory Note of even date herewith executed by Mortgagor payable to the order of Mortgagee whereby Mortgagor promises to pay out of that part of the trust estate subject to the aforesaid trust said principal sum as follows:

30 in 35 equal successive monthly installments of principal in the amount of \$ 4,800.00 + interest each commencing with the installment due on March 21, 19 91 and continuing on the same day of each successive month thereafter with a final installment of the entire unpaid principal balance and accrued interest due on February 21, 19 94.

☐ ON DEMAND

☐ Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the fixed rate of _____ % per annum.

30 ☒ Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the variable rate of 1.50 % per annum above the Mortgagee's prime rate which interest rate shall change on the date or dates the said prime rate changes.

Interest shall be paid in successive monthly installments.

The interest rate due under the Note on default or after maturity ("Default Rate") shall be a simple interest rate of 5.5*0.P. % per annum. All payments due under the Note shall be paid by Mortgagor to Mortgagee at the office of the Mortgagee at its address set forth above.

*0.P. - over the prevailing prime rate, which may vary from time to time. To secure payment by Mortgagor of the Note when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), including all renewals, extensions, modifications and refinancings thereof, and the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, Mortgagor does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns the following described real estate situated in the County of Cook, State of Illinois, to wit:

The rider attached is a part of the document.

Street Address: 15302 S. Greenwood, South Holland IL 60441
P.I.N. 29-11-316-005

This Instrument prepared by: T. Zook, Bank of Chicago/Garfield Ridge, 6353 W. 55th St., Chicago IL 60638

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rentals to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage, (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises").

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever (Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois and all rights of homestead created by the Federal Bankruptcy Code) provided, however, that if and when Mortgagor shall pay the principal and accrued interest on the Note and all other indebtedness hereby secured shall be paid in full and shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall become null and void and shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Mortgaged Premises.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor hereby agrees: (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance; (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof; (k) not to make or permit, without first obtaining the written consent of the Mortgagee, the use of the Mortgaged Premises for any purpose other than that for which it was used on the date of this Mortgage or the removal, demolition or sale of any

91125617

\$ 1500

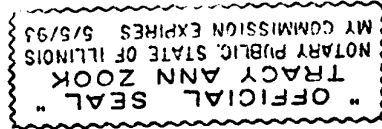
ATTN: COMMERCIAL LOAN DEPARTMENT
 Chicago, Illinois 60638

6353 West Fifty-fifth Street

 XXXXXXXXXXXXXXXXXXXX
 Bank of Chicago/Garfield Ridge

MAIL TO:

My Commission expires:



Notary Public

Given under my hand and notarial seal this 14th day of March 1991.

Tracy Ann Zook, as Trustee as aforesaid, for the uses and purposes therein set forth.

Security then and there acknowledged that as custodian of the corporate seal of said Bank (s) he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

and the said Land Trust Officer

own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President of Bank of Chicago/Garfield Ridge, and

Rosemarie J. Baran, Land Trust Officer

in the State aforesaid, DO CERTIFY

Tracy Ann Zook, a Notary Public in and for the said County,

 STATE OF ILLINOIS
 COUNTY OF COOK
 SS

ACKNOWLEDGMENT

Title: Senior Vice President

ATTEST

Title: Land Trust Officer

By:

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage the day and year first above written.

24. This Mortgage is executed by Bank of Chicago/Garfield Ridge, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank of Chicago/Garfield Ridge, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability of Bank of Chicago/Garfield Ridge personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, conditions and agreements herein or therein contained, either express or implied, all such liability, if any, being expressly waived by Mortgagee and every person now or hereafter claiming any right or security hereunder. Mortgagee further acknowledges and agrees that Mortgagee's sole recourse against Mortgagee shall be to proceed against the Mortgagee Premises and other property given as security for the payment of the Note and other indebtedness and obligations hereby secured, in the manner herein, in the Note and related loan documents and by law provided.

23. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagee, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, personal representatives, successors, vendees and assigns of such parties, whether expressed or not. In addition, all covenants, promises and agreements of Mortgagee herein shall be binding upon the beneficiaries of Mortgagee and any other parties claiming any interest in the Mortgage Premises under Mortgagee. If more than one party signs this instrument as Mortgagee, then the term "Mortgagee" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagee" shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

22. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

21. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagee or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

20. Mortgagee represents and agrees that the proceeds of the Note will be used for business purposes and that the Note and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 6404.

19. Mortgagee shall have the right to inspect the Mortgage Premises at all reasonable times, and access thereto shall be permitted for that purpose, and attorneys' fees for negotiation, drafting, closing and protecting this Mortgage and loan documents and for advice in connection therewith.

18. Mortgagee shall pay Mortgagee's costs and expenses, title charges, search fees, appraisal fees, recording fees, costs of survey, trust fees

UNOFFICIAL COPY

13. Mortgagor shall not and will not apply or prevail itself for any appraisal, valuation, extension or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but does hereby waive the benefit of such laws. Mortgagor expressly waives any and all rights of redemption under any judgment or decree of foreclosure of this Mortgage, on its own behalf, on behalf of the beneficiaries of Mortgage, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgage and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, it being the intent of Mortgagee hereby that any and all such rights of redemption of Mortgage and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable laws.

This Mortgage shall secure, in addition to all other indebtedness and obligations herein recited, any loss, liability, penalty, damage or judgment including reasonable attorneys' fees incurred by Mortgagee by reason of any actual or alleged violation of any applicable statute, ordinance, rule or regulation for the protection of the environment which occurs upon the Mortgaged Premises or any adjoining parcels or by reason of imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation ("Environmental Costs").

14. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder: (a) default in the payment, when due, (whether by lapse of time, acceleration or otherwise) of the principal or of interest on the Note or of any other indebtedness hereby secured; (b) default for more than 30 days in observance or compliance with any other covenant, warranty, term or provision of this Mortgage or of any separate assignment of leases and/or rents securing this Note or of any other instrument or document securing the Note or relating thereto; (c) any representation or warranty made by Mortgagor herein or in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof; (d) the Mortgaged Premises or any part thereof, or the beneficial interest in the trust estate holding title thereto shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; (e) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; (f) Mortgagor or any of the guarantors of the indebtedness hereby secured (a "Guarantor") becomes insolvent or bankrupt or admits in writing its, his or her inability to pay its, his or her debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its, his or her property or such a trustee, custodian or receiver is appointed for Mortgagor or any Guarantor or for the major part of the properties of any of them and is not discharged within 30 days after such appointment, or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor or any Guarantor and if instituted against such party are consented to or acquiesced in or are not dismissed within 30 days after such institution, or Mortgagor or any Guarantor takes any action in contemplation of or furtherance of any of the foregoing; (g) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within 30 days; (h) any event occurs or condition exists which is specified as an event of default in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto; (i) any financial or other information submitted by any Guarantor to Mortgagee proves untrue in any material respect; (j) the Mortgaged Premises is abandoned; (k) the beneficiary of Mortgage shall fail or refuse to pay Environmental Costs as herein defined, or (l) any hazardous substances or wastes, industrial wastes, pollution control wastes or toxic substances, within the meaning of any applicable Federal, state or local environmental statute, ordinance, rule or regulation (collectively, "Hazardous Substances") shall be installed, used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Mortgaged Premises, or transported to or from the Mortgaged Premises, in violation of any Federal, state or local environmental statute, ordinance, rule, or regulation; or (m) the beneficiary of Mortgage shall fail or refuse voluntarily to clean up and to bear the cost of cleaning up all Hazardous Substances on, under or about the Mortgaged Premises within 60 days after their discovery, or after receipt from any environmental agency or any other governmental unit or authority that a violation of any applicable Federal, state or local environmental statute, ordinance, rule or regulation has occurred; or (n) any Guarantor shall die, or become incompetent, or any Guarantor shall terminate, repudiate, revoke or disavow any obligations under the applicable guarantee agreement or breach any of the terms of such guarantee agreement.

15. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements: (a) Mortgagee may, by written notice to Mortgagor, declare the Note and all unpaid indebtedness of Mortgagor hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind; (b) Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder: (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law; or (ii) by the foreclosure of this Mortgage in any manner permitted by law; (d) Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise; (e) Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof, and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property thereon, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the Default Rate applicable to the Note at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate applicable to the Note at the time such costs are incurred.

16. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

17. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagor in the performance by Mortgagor or Guarantor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagee of such performance in any other instance or any other obligation hereunder. The failure of Mortgagee to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Note, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

0125617

attorneys' fees.

assessments or insurance on the Mortgaged Premises, with interest on such disbursements, and all costs of collection, including reasonable

other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect

and documents relating to the Mortgaged Premises and shall permit access by the Mortgagee to its books and records, insurance policies and

the name of the Mortgagee, Mortgagee will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements,

and shall have the right to enforce the terms of the Leases and collect the rents and other proceeds or otherwise

and Mortgages may direct said tenants thereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee.

[illegible]

same rights and powers as Mortgagor would have. If no event of Default under this Mortgage has occurred, Mortgagor shall have the right to

Lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the

and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every

EXHIBIT A
UNOFFICIAL COPY 6 7

THIS RIDER IS A PART OF THE DOCUMENT TO WHICH IT IS ATTACHED

That part of Lot 2 lying South of the Southwesterly line of the right of way and lands of the Pittsburgh, Cincinnati and St. Louis Railroad Company described as follows:

Commencing at the South West corner of Lot 2, thence North along the West line of Lot 2, 619.60 feet designated as the point of beginning thence continuing North along West line of said Lot 2, 179.53 feet, thence East parallel to South line of Lot 2, 41.16 feet to a point of the Southwesterly line of right of way of Pittsburgh, Cincinnati and St. Louis Railroad Company, thence Southeasterly along Southwesterly line of said railroad, right of way 226.15 feet; thence West parallel to the South line of Lot 2, 180.91 feet of the point of beginning in the partition of that part of the West 1/2 of Section 14, lying North of the Little Calumet River and the East 1/2 of the South West 1/4 of Section 11 (except Railroad lands) all in Township 36, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 29-11316-005-0000

91125617