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Instruments and (b) the Senior Instruments shall remain in existence for the benefit of and to further secure the debt and other sums secured, or hereafter to become secured hereunder.

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(b) Borrower shall give Lender a copy of all notices given Borrower with respect to any of the Senior Instruments within five (5) days after receiving such notice.

(c) Borrower shall not, without the prior written consent of Lender, enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Instruments.

In the event Borrower is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a Default hereunder. Upon the occurrence of such Default, in addition to any other rights or remedies available to Lender, Lender may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Lender. Lender shall not be responsible for determining the validity or accuracy of any claim of default made by the Lender under the Senior Instruments and the payment of any sum by Lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Borrower hereby grants to Lender an irrevocable power of attorney, which power of attorney is coupled with an interest, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Instruments. Borrower further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Lender. All monies paid by Lender in curing any default under the Senior Instruments, including attorneys' fees and costs in connection therewith, shall bear interest from the date of such payment at the Default Rate, shall be paid by Borrower to Lender on demand, and shall be deemed a part of the Indebtedness and recoverable as such in all respects. Any inaction on the part of the Lender shall not be construed as a waiver of any right accruing to Lender on account of any Default hereunder.

In the event of a Default hereunder, Lender may prepay the entire balance due under the Senior Note, and any prepayment fees or penalty incurred by Lender in connection with such prepayment shall bear interest from the date of such payment at the Default Rate, shall be paid by Borrower to Lender upon demand, and shall be deemed a part of the Indebtedness and recoverable in all respects.

3. **Application of Payments.** Unless applicable law provides otherwise all payments received by Lender under paragraphs 1 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due, if any; and last, to principal due.

4. **Payment of Expenses; Liens.** Borrower shall pay when due all taxes, assessments, charges, fines, impositions, and other operating costs and expense attributable to the Mortgaged Property which may attain priority over this Security Instrument, including leasehold payments or ground rents, if any.

Borrower shall promptly discharge any lien, charge or encumbrance upon all or any portion of Mortgaged Property unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith and with reasonable diligence the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Mortgaged Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Mortgaged Property is subject to any such lien, charge or encumbrance, Lender may give Borrower a notice identifying same. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice. Prior to initiating any contest, Borrower shall deposit with Lender, at such place as Lender may from time to time in writing designate, a sum of money or other security acceptable to Lender that is sufficient in Lender's judgment, to pay in full the amount, including interest and penalties thereon, to discharge the lien.

5. **No Further Encumbrances.** Borrower shall not, without the prior written consent of Lender, create, suffer or permit to be created or to exist any mortgage, deed of trust, security interest, or other encumbrance of any kind whatsoever upon all or any part of the Mortgaged Property, whether junior, secondary or subordinate or senior or prior to the lien of the Mortgage, other than impositions not yet due and the Permitted Encumbrances. To the extent the Lender so consents to any further encumbrances, Borrower shall perform all of its obligations with respect to such encumbrances, including without limitation payment when due of all principal, interest and other indebtedness secured thereby. Borrower shall also furnish Lender with copies of all notices received from the holders of such encumbrances claiming the existence of a default thereunder or giving notice of a condition which with the passage of time would give rise to a default thereunder.

6. **Insurance Coverage.** Borrower or Borrower's beneficiary shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender may from time to time require insurance. This insurance shall be maintained in such amounts, with such limits, and for the periods that Lender may from time to time require.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause and standard waiver of subrogation endorsements. Lender shall have the right to hold the policies and renewals. Borrower or Borrower's beneficiary shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower or Borrower's beneficiary shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower or Borrower's beneficiary. All insurance policies shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Lender, and provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Lender.

Lender agrees to permit all proceeds of insurance to be made available to Borrower or Borrower's beneficiary for the cost of restoring or repairing the Mortgaged Property. Borrower or Borrower's beneficiary shall restore or repair the improvements, to be of at least equal value, and of substantially the same character as prior to such casualty, all to be effected in accordance with plans, specifications and procedures approved in advance by Lender, and Borrower or Borrower's beneficiary shall pay all costs of such restoring or repairing. If Borrower or Borrower's beneficiary abandons the Mortgaged Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Mortgaged Property or to pay the sum secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 23 the Mortgaged Property is acquired by Lender, Borrower's or Borrower's beneficiary's right to any insurance policies and proceeds resulting from damage to the Mortgaged Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**7. Preservation and Maintenance of Mortgaged Property; Leaseholds.** Borrower or Borrower's beneficiary shall not destroy, damage, substantially change or abandon the Mortgaged Property, allow the Mortgaged Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower or Borrower's beneficiary shall comply with the provisions of the lease, and if Borrower or Borrower's beneficiary acquires fee title to the Mortgaged Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**8. Protection of Lender's Rights in the Mortgaged Property; Mortgage Insurance.** If Borrower or Borrower's beneficiary fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Mortgaged Property and Lender's rights in the Mortgaged Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Mortgaged Property to make repairs. Although Lender may take action under this paragraph 8, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the default rate specified in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**9. Inspection.** Borrower or Borrower's beneficiary shall permit Lender or Lender's representative to (a) make reasonable entries upon and inspections of the Mortgaged Property and (b) to inspect and audit all records relating to the Mortgaged Property, including all leases, rent rolls or related reports, for the purpose of determining whether Borrower or Borrower's beneficiary is in compliance with the provisions of the Note, this Security Instrument, or any of the other loan documents.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the Mortgaged Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Borrower or Borrower's beneficiary shall immediately notify Lender of the actual or threatened commencement of any proceedings in respect of the condemnation or other taking of all or any part of the Mortgaged Property and shall deliver to Lender copies of all papers served in connection with any such proceedings.

In the event of a total taking of the Mortgaged Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower or Borrower's beneficiary. In the event of a partial taking of the Mortgaged Property, unless Borrower or Borrower's beneficiary and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Mortgaged Property immediately before the taking. Any balance shall be paid to Borrower or Borrower's beneficiary.

If the Mortgaged Property is abandoned by Borrower or Borrower's beneficiary, or if, after notice by Lender to Borrower or Borrower's beneficiary that the condemnor offers to make an award or settle a

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claim for damages, Borrower or Borrower's beneficiary fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Mortgaged Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19.

**13. Subordination of Security Instrument to Leases.** At the option of Lender, this Security Instrument shall become subject and subordinate, in whole or in part, but not with respect to priority of entitlement to insurance proceeds or any award in any condemnation proceeding, to any and all leases of all or any part of the Mortgaged Property upon the execution by Lender and recording thereof at any time, in the Office of the Recorder for the county in which the Mortgaged Property is situated, of a unilateral declaration to that effect.

**14. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender at its sole option may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**15. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 23. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

**16. Notices.** Any notice to Borrower or Borrower's beneficiary provided for in this Security Instrument shall be in writing and shall be given by delivering it by hand or by sending it by certified or registered mail, postage pre-paid, return receipt requested, unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower or Borrower's beneficiary designates by notice to Lender. Any notice to Lender shall be sent by registered or certified mail, postage pre-paid, return receipt requested, to Lender's address stated herein or any other address Lender designates by notice to Borrower or Borrower's beneficiary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Borrower's beneficiary or Lender when given as provided in this paragraph.

**17. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Mortgaged Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**18. Borrower's or Borrower's Beneficiary's Copy.** Borrower and Borrower's beneficiary shall be given one conformed copy of the Note and of this Security Instrument.

**19. Transfer of the Property or a Beneficial Interest in Borrower or Borrower's beneficiary.** If all or any part of the Mortgaged Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower or Borrower's beneficiary is sold or transferred and Borrower or Borrower's beneficiary is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower or Borrower's beneficiary notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is

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delivered or mailed within which Borrower or Borrower's beneficiary must pay all sums secured by this Security Instrument. If Borrower or Borrower's beneficiary fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower or Borrower's beneficiary.

20. **Assignment of Rents and Leases.** All right, title, and interest of Borrower or Borrower's beneficiary in and to all leases, and other agreements or documents evidencing the rents, now or hereafter in effect and any and all deposits held as security under such leases, agreements or documents, together with all of the rents from, due or arising out of the Mortgaged Property have been transferred and assigned simultaneously herewith to Lender as further security for the payment of indebtedness secured hereby under the provisions of that certain instrument entitled Assignment of Rents and Leases ("Assignment of Rents") of even date herewith executed by Borrower and to be recorded simultaneously herewith, the terms, covenants, and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All future leases affecting the Mortgaged Property shall be submitted by Borrower or Borrower's beneficiary to Lender for its approval prior to the execution thereof. To further confirm the assignment made pursuant to the Assignment of request, any and all future Leases by instrument in form satisfactory to Lender.

21. **Borrower's or Borrower's Beneficiary's Right to Reinstate.** If Borrower or Borrower's beneficiary meets certain conditions, Borrower or Borrower's beneficiary shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Mortgaged Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower or Borrower's beneficiary: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Mortgaged Property and Borrower's or Borrower's beneficiary's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower or Borrower's beneficiary, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 7, 15 or 19.

22. **Events of Defaults.** Any of the following shall constitute an "Event of Default" under this Security Instrument:

(a) **Non-Payment.** A default shall occur in the payment of any installment of principal, interest or combined principal and interest pursuant to the Note, or in the payment of any other amount coming due under the Note, this Security Instrument or any of the other Loan Documents and in any of such events such default shall continue for seven (7) days;

(b) **Non-Observance; Non-Performance; False or Inaccurate Representation.** A default shall occur in the observance or performance of any other covenant, agreement or obligation of Borrower or Borrower's beneficiary contained in the Note, this Security Instrument or any other Loan Document or any other instrument given at any time as security for payment of the indebtedness, or any representation or statement made in this Security Instrument or any representation, warranty or statement made in any other Loan Document or in any other document or material furnished to Lender by or on behalf of Borrower or Borrower's beneficiary in connection with the loan proves to be false or inaccurate in any material respect as of the date of making or issuance thereof;

(c) **Sale, Transfer or Encumbrance.** Borrower or Borrower's beneficiary without the prior written consent of Lender, shall (i) sell, convey, lease with an option to purchase, enter into a contract for the sale of, grant an option to purchase or otherwise alienate, mortgage or further encumber all or any part of the Mortgaged Property or any interest therein, or (ii) be divested of its title thereto or any interest therein in any manner or way, whether voluntarily or involuntarily; or any beneficiary of Borrower or Borrower's beneficiary, without the prior written consent of Lender, shall create, effect, contract for, commit to, consent to, suffer or permit any sale, assignment, collateral assignment, transfer, lien, pledge, mortgage, security interest, other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in Borrower;

(d) **Change in Ownership of Any Beneficiary of Borrower or Borrower's Beneficiary.** Any merger, consolidation, dissolution or reorganization of any beneficiary of Borrower or, if any such beneficiary is a partnership, of the corporate general partner of such beneficiary shall occur; or any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in such beneficiary or a majority interest in such beneficiary or in any corporation or other partnership constituting a general partner of such beneficiary shall occur, other than by reason of the death of an individual beneficiary of Borrower or Borrower's beneficiary, the death of an individual general partner or stockholder of such beneficiary or the death of an individual owning an interest in a general partner of such beneficiary;

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(e) Judgment Enforcement of Loans. Any proceedings shall be instituted or process issued to enforce any lien, charge or encumbrance against the Mortgaged Property a writ of execution or attachment or any similar process shall be issued or levied against all or any portion of in the Mortgaged property or interest therein; or any judgment involving monetary damages shall be entered against Borrower or any beneficiary of Borrower which shall become a lien on all or any portion of the Mortgaged Property or any interest therein and within twenty (20) days thereafter such proceeding, execution, attachment, similar process or judgment is not dismissed, stayed on appeal, withdrawn, released, satisfied or vacated;

(f) Default Under Senior Instruments and Other Encumbrances. A default shall occur in the observance or performance of any covenant or agreement of Borrower or Borrower's beneficiary under the Senior Instruments or with respect to payments or otherwise, contained in any other deed of trust, mortgage, lease or security agreement relating to the Mortgaged Property or any part thereof;

(g) Governmental Action. Borrower, any guarantor of all or any portion of the indebtedness or, if any beneficiary of Borrower is a partnership, any of such beneficiary's general partners shall be prevented or relieved by any governmental authority from performing or observing any material terms, covenant or condition of the Note, this Mortgage or any of the other Loan Documents;

(h) Material Adverse Change. Any material adverse change shall occur in the assets, financial condition, business operations, affairs or circumstances of the Borrower or Borrower's beneficiary, any guarantor of all or any portion of the indebtedness or, if any beneficiary of Borrower or Borrower's beneficiary is a partnership, any of such beneficiary's general partners;

(i) Bankruptcy; Insolvency. Any one of the following events shall occur:

(i) Borrower, any guarantor of all or any portion of the indebtedness or, if any beneficiary of Borrower or Borrower's beneficiary is a partnership, any of such beneficiary's general partners becomes insolvent, is generally not paying its debts as they become due or admits in writing its inability to pay its debts as they become due;

(ii) Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the Indebtedness or, if any beneficiary of Borrower is a partnership, any of such beneficiary's general partners voluntarily suspends the transaction of business;

(iii) Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness or, if any beneficiary of Borrower is a partnership, any of such beneficiary's general partners applies for, consents to or acquiesces in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general assignment for the benefit of creditors;

(iv) In the absence of any application, consent or acquiescence, a trustee, receiver or other custodian is appointed for Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the Indebtedness or, if any beneficiary of Borrower is a partnership any of such beneficiary's general partners or for a substantial part of the property of such person and in any of such events such trustee, receiver or other custodian is not discharged within thirty (30) days;

(v) Any bankruptcy, reorganization, debt arrangement, composition, readjustment dissolution, liquidation or other case or proceeding is commenced under any federal, state or other bankruptcy or insolvency law in respect of Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the Indebtedness or, if any beneficiary of Borrower is a partnership, any one of such beneficiary's general partners and, if such case or proceeding is not commenced by Borrower, any beneficiary of Borrower or general partner of a beneficiary of Borrower, as the case may be, it is consented to or acquiesced in by the person or persons against which the same was commenced or remains undismissed for thirty (30) days;

(vi) A writ or warrant of attachment or similar order shall be issued by any court or any governmental authority against all or a substantial portion of the property of Borrower, any beneficiary of Borrower, any guarantor of all or any position of the indebtedness or, if any beneficiary of Borrower is a partnership, any of such beneficiary's general partners; or

(vii) Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness or, if any beneficiary of Borrower is a partnership, any one of such beneficiary's general partners takes any action to authorize, or in furtherance of, any of the foregoing.

23. Acceleration; Remedies. Lender shall give notice to Borrower or Borrower's beneficiary prior to acceleration following an Event of Default or Borrower's or Borrower's beneficiary's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 15 and 19 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower or Borrower's beneficiary, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security

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Instrument, foreclosure by judicial proceeding and sale of the Mortgaged Property. The notice shall further inform Borrower or Borrower's beneficiary of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower or Borrower's beneficiary to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. Ch. 110 para. 15-101, et seq. (1987) ("Act"), and to exercise any other remedies which Lender may have at law, at equity or otherwise. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

24. **Lender in Possession.** Upon acceleration under paragraph 23 or abandonment of the Mortgaged Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Mortgaged Property and to collect the rents of the Mortgaged Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Mortgaged Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

25. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower or Borrower's beneficiary. Borrower or Borrower's beneficiary shall pay any recordation costs.

26. **Waiver of Homestead and Rights of Redemption.** Borrower waives all right of homestead exemption in the Property and all rights of redemption from sale under any order or decree at foreclosure.

27. **Additional Amounts Secured.** At all times, regardless of whether any loan proceeds have been disbursed, this Security Interest (in addition to any loan proceeds disbursed from time to time) shall secure the payment of any and all loan commissions, service charges, expenses, and advances due to or incurred by Lender in connection with the loan to be secured hereby, all in accordance with the Loan Documents.

28. **Further Assurances.** Borrower or Borrower's beneficiary shall do, execute, acknowledge and deliver, at the sole cost and expense of Borrower or Borrower's beneficiary, all such further acts, deeds, conveyances, mortgages, assignments, financing statements, notice of assignment, transfers and assurances as Lender may require from time to time in order to better assure, convey, assign, transfer and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Mortgage and the Loan, any other instrument or Loan Document executed in connection with this Mortgage and the Loan, or any other instrument under which Borrower or Borrower's beneficiary may be or may hereafter become bound to convey, mortgage or assign to Lender for the purpose of carrying out the intention or facilitating the performance of the terms of this Mortgage. Borrower or Borrower's beneficiary hereby appoints Lender its attorney-in-fact and hereby authorizes and empowers Lender, as such attorney-in-fact, to execute, acknowledge and deliver for and in the name of Borrower or Borrower's beneficiary any and all of the instruments mentioned in this paragraph 28, all to the extent permitted by applicable law. This power, being coupled with an interest shall be irrevocable as long as any part of the Indebtedness remains unpaid.

29. **Non-Recourse Obligations.** Borrower's obligations under the Note, this Security Instrument and the Loan Documents are non-recourse obligations of Borrower. Neither Borrower nor any of its general and limited partners, nor any other party shall have any personal liability for repayment of the Loan evidenced by the Note. The sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Mortgaged Property and related security thereunder.

30. **Consent and Approval.** In any approval, consent or other determination by Lender required hereunder or under any of the Loan Documents, Lender shall act reasonably and in good faith. In all dealings with Lender, Borrower shall also act in good faith.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

4707 MALDEN LIMITED PARTNERSHIP, an Illinois limited partnership

By: Harold Washington Apartments Corporation, general partner

By: Jan Butzen  
Its: Vice Pres.

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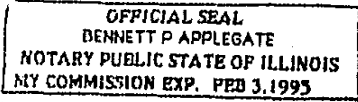


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I, Bennett P. Applegate, a Notary Public in and for said county and state, do hereby certify that Jim Butzen, personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S he has been duly authorized to execute, and has executed and delivered the said instrument on its behalf for the uses and purposes therein set forth, and that the same is its act and deed.

Given under my hand and official seal, this 29<sup>th</sup> day of March, 1991.

My Commission expires:



Bennett P. Applegate  
Notary Public

After recording return to:

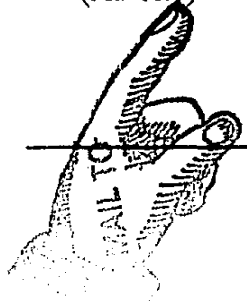
JEFF OWEN  
(Name)  
RUDOLPH WOLFE  
203 N. LA SALLE ST  
CHICAGO, IL 60602

(Address)

This instrument was prepared by:

Bennett P. Applegate  
Schiff Hardin & Waite  
7200 Sears Tower  
Chicago, Illinois 60606

(Space Below This Line Reserved for Lender and Recorder)



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