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## THIS IS A JUNIOR MORTGAGE

### MORTGAGE

THIS MORTGAGE, made as of this 30<sup>th</sup> day of April, 1991, by RALEIGH REALTY CORPORATION, a corporation organized and existing under the laws of the State of Illinois, 3619 West 95th Street, Evergreen Park, Illinois 60642 ("Mortgagor") in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 2400 West 95th Street, Evergreen Park, Illinois 60642.

RECORDING \$26.50  
T#3333 TRAN 0701 05/02/91 15145100  
2469 & C # - 91 - 204532  
COOK COUNTY RECORDER

WITNESSETH:

THAT a Note bearing even date herewith was made by a third party Borrower to Lender in the principal sum of THREE HUNDRED THOUSAND and 00/100ths (\$300,000.00) Dollars with interest on the principal balance of the Note remaining from time to time at the per annum rate equal to the announced prime rate of Lender. Interest shall be computed on the principal balance outstanding on the Note from time to time on the basis of a 360-day year, charged for the actual number of days elapsed and paid monthly on the fifth day of each month. Said Note is hereby incorporated herein by reference as if fully set forth herein.

All such payments on account of indebtedness evidenced by said Note are to be applied first to any costs, fees or expenses incurred by Lender pursuant to the provisions of this Mortgage or the Note, then penalty interest and late charges, then to interest on the unpaid principal balance and the remainder to principal, provided that if any installment payment due hereunder or the final payment of the principal balance of the Note and accrued interest thereon is not paid within FIFTEEN (15) days of due date, then such installment or final payment will be subject to a payment of a late charge in the amount of FIVE (5%) percent of the payment. Upon maturity of the principal amount of the Note whether by acceleration or otherwise according to the terms of the Note, the remaining unpaid principal balance of the Note shall accrue interest at the per annum rate equal to the unmaturing Note rate as it changes from time to time plus three (3%) percent ("Penalty Rate") until paid. All of said principal and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Lender set forth above.

The entire outstanding principal balance and accrued interest thereon due under said Note shall be due and payable on October 5, 1991.

THAT, to secure the payment of the indebtedness evidenced by the Note pursuant to the terms of a certain Collateral Agreement Covering Loans to Third Parties of even date herewith made by Mortgagor to Lender, otherwise due hereunder and the performance of Mortgage of each and every other term, provision or condition of the Mortgage and the performance of Borrower of each and every term, provision or condition of the Note, the Mortgagor does by these presents GRANT, BARGAIN, SELL, CONVEY and MORTGAGE unto Lender, its successors and assigns, the real estate situated, lying and being in the County of Cook and State of Illinois, legally described as Exhibit "A" attached hereto and made a part hereof and sometimes referred to herein as "Mortgaged Property" or "Premises"; and

TOGETHER, with all and singular the tenements, hereditments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER, with all building and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration

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and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said real estate including but not limited to all machinery, motors, fittings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals, replacements or proceeds thereof of articles in substitution therefore, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Mortgagor and placed by Mortgagor on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the real estate, and covered by and conveyed under this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Lender, as secured party, securing said indebtedness and obligations. The Mortgagor further agrees to execute and deliver, from time to time, such further instruments as may be requested by the Lender to confirm the lien of this Mortgage on any or all of the aforementioned chattels and fixtures, including execution of financing statements or copies thereof where Lender deems appropriate; and

TOGETHER, with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made (i) respect to the premises as a result of (a) the exercise of the right of eminent domain, of (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments by the Lender, and of the reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the above granted and described premises, with all and singular the rights, members and appurtenances thereto appertaining unto the Lender, 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.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Mortgagor and Borrower, their respective successors or assigns shall well and truly pay unto the Lender, its successors or assigns, the principal balance of the Note and the interest thereon, at the time and in the manner mentioned in the Note, and any and all other sums which may become due and payable hereunder, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these presents and the estate hereby granted shall cease, determine and be void, and Lender shall, upon request, and upon payment of Lender's then current release fees, prepare, execute and deliver a release of the lien created hereunder.

AND, the Mortgagor covenants with the Lender as follows:

1. That the Mortgagor will cause the Borrower to pay, the principal balance due on the Note and the interest thereon, at the time and in the manner mentioned in the Note, and to keep, perform and observe every covenant, term and condition of the Note. If remittance is made in payment of principal or interest or otherwise either by check or draft, it shall be subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and that any receipt issued therefore shall be void unless the amount due

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is actually received by the Lender. Receipt thereof shall also be void if Lender is required to refund any sums paid by order of any court of competent jurisdiction. Any such refund occurring after release of the lien of this Mortgage and cancellation of the Note secured thereby shall be deemed a pro tanto reinstatement of said Mortgage and Note to the extent of such refund and costs incurred thereby including reasonable attorneys fees.

2. That no building or other property now or hereafter encumbered by this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Lender, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of equal or greater value and free from chattel Mortgage or such other encumbrance and from any reservation to title, and by such removal and replacement the Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Lender to be applied to the last installment due on the indebtedness secured, without any charge for prepayment.

3. The Mortgagor will maintain the mortgaged property in good condition and repair free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, will not commit or suffer any waste of the mortgaged property, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the mortgaged property; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the mortgaged property now or hereafter subject to this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9.

4. That every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request to Mortgagor or Borrower at their addresses on file with Lender.

5. (a) Mortgagor shall keep all buildings and improvements on said mortgaged property including heating plant, and plate glass, if any, insured against loss, damages and liability under policies covering builder's risk, fire and extended coverage, vandalism and malicious mischief, also rental or business interruption insurance, and liability and property damage, also war damage and flood insurance when and if available, for the full insurable value of the property but in no case less than the amount of the Note or other amounts as required by the Lender; and policies for fire and extended coverage, liability and property damage on all furniture, fixtures, and equipment, all to be maintained during the life of the Mortgage; that all insurance herein provided for shall be in the form, and by companies approved by the Lender; that the Mortgagor will assign and deliver to the Lender certified copies of all original policies of insurance against any loss or damage to the mortgaged property, that the original policies shall be delivered to the Lender, with loss payable, without contribution, to the Lender as its interest appears; that if the Mortgagor defaults in so insuring the mortgaged property, or in so assigning and delivering certified copies of the policies, the Lender may, at the option of the Lender, effect such insurance from year to year and pay the premium therefor, and that the Mortgagor will reimburse the Lender for any premiums so paid, with interest from time to time of payment at the penalty rate, on demand, and the same shall be secured by this Mortgage;

(b) That no less than 10 days prior to the expiration dates of each policy required of the Mortgagor pursuant to this paragraph, the Mortgagor will deliver to the Lender certified copies of the renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Lender;



(c) That in the event of a foreclosure of this Mortgage, the purchaser of the mortgaged property shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered pursuant to the provisions of this paragraph;

(d) That if the mortgaged property, or any part thereof, be destroyed or damaged by fire or by any other cause, the Mortgagor will promptly restore, rebuild, repair and replace the same so that the value of the mortgaged property shall be at least equal to the value thereof prior to such loss or destruction, and that it will commence such restoration, rebuilding, repairing or replacement of the premises provided waivers of lien for work performed and material furnished and for which payment is requested to have been presented, and further provided that there shall be at all times during the progress of the restoration work in the hands of the Lender sufficient monies to complete said restoration, and in the event of any deficit in the amount of insurance monies, the Mortgagor covenants and agrees forthwith to make up such deficit. In the event the Mortgagor shall neglect, fail or refuse to proceed diligently with the restoration, rebuilding or replacement of any premises destroyed by fire or other casualty, then the Lender shall have the right to restore, rebuild or replace and may use and apply any insurance monies for that purpose. If such insurance money shall be insufficient to pay the entire cost of such work, the Mortgagor shall pay the deficiency.

6. That the Mortgagor will pay or cause to be paid all taxes, assessments, water rates, sewer rents and other charges now or hereafter assessed or liens on or levied against the mortgaged property or any part thereof, and in default thereof the Lender may, at the option of the Lender, pay the same, and the Mortgagor will repay the same with interest at the penalty rate per annum from the date of payment, and the same shall be a lien on the mortgaged property and secured by this Mortgage; that upon request of the Lender, the Mortgagor will exhibit to the Lender receipts for the payment of all items specified in this paragraph prior to the date when the same shall become delinquent; provided, however, that nothing in this Mortgage shall require the Mortgagor to pay, discharge or remove any tax, assessment, water rate, sewer rent or other charge now or hereafter assessed or lien on or levied against or other imposition upon or against the mortgaged property, or any part thereof (which tax, assessment, water rate, sewer rent or other charge, lien or imposition is hereafter sometimes referred to as "imposition") so long as the Mortgagor in good faith shall proceed to contest the same or the validity thereof by appropriate legal or other proceedings to be prosecuted with due diligence, which shall operate to prevent the collection of the imposition so contested and the sale of the mortgaged property or any part thereof to satisfy the same, and shall have deposited with the Lender or such person or corporation as it may in writing direct, as security for the satisfaction in the sole judgment of the Lender an amount to pay said imposition together with all interest and penalties in connection therewith, and all charges that may or might be assessed against or become a charge on the mortgaged property, or any part thereof in said legal proceedings. The Mortgagor shall have the right to cause the funds so deposited, or any part thereof, to be deposited with or paid to the person or public authority claiming said imposition on account of any such imposition, or to be appropriated as security for any bond required in order to enable the Mortgagor to prosecute such contest. Upon the termination of such legal proceedings or at any time when the Lender shall deem the monies deposited with it to be insufficient security for the purpose for which they are deposited, the said monies so deposited shall be applied to the payment, removal and discharge of said imposition and the interest and penalties in connection therewith, and the charges accruing to such legal proceedings and the balances, if any, shall be paid to the Mortgagor, provided that the Mortgagor is not in default under this instrument. In the event that such monies shall be insufficient, the Mortgagor shall forthwith pay over to the Lender an amount of money sufficient, together with the monies so

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deposited pursuant to this paragraph to pay the same. In the event that any default by the Mortgagor under this instrument, the Lender is authorized to use the money deposited under this paragraph to apply on account of such default or to pay the same imposition. The Mortgagor shall not be entitled to interest on the monies deposited pursuant to this paragraph.

7. That in the event of the passage after the date of this Mortgage of any law of the State of Illinois (or other state of the situs of the mortgaged property), deducting from the value of the mortgaged property for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of the mortgages or debts secured by Lender for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly (other than the imposition of any income tax liability on Lender), on this Mortgage or the Note the holder of this Mortgage and of the debt which it secures shall have the right to declare the amount thereof and the interest thereon due on the date to be specified by not less than thirty (30) day's written notice to be given to the Mortgagor by the Lender, provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises, and such agreement shall constitute a modification of this Mortgage.

8. That, if at any time the United States of America or other government authority shall require internal revenue or comparable stamps to be affixed to the Note or this Mortgage, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

9. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the mortgaged property by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay interest on the entire principal sum secured until any such award or payment shall have been actually received by the Lender and any reduction in the principal sum resulting from the application by the Lender of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt, that said award or payment may be applied in such proportions and priority as the Lender in the Lender's sole discretion may elect to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage provided, however, that the Mortgagor shall be permitted to use the proceeds of any award received to restore the remaining portion of the premises; any balance not so expended shall be deposited with the Lender. If prior to the receipt by the Lender of any such award or payment the mortgaged property shall have been sold on foreclosure of this Mortgage, the Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment.

10. That the Mortgagor will transfer and assign to the Lender, at any time and from time to time, in form satisfactory to the Lender, the Mortgagor's interest in all leases of the mortgaged property or portions thereof, whether now in existence or hereafter entered into, and that the Mortgagor will not assign the whole or any part of leases of the mortgaged property or any portions thereof, whether now in existence or hereafter entered into, nor the whole or any part of the rents, income or profits arising from the mortgaged property, without the prior written consent of the Lender and any assignments made in violation hereof shall be null and void.

11. That the Mortgagor will keep proper books of record and account in accordance with sound accounting practice; that the Lender shall have the right to review the affairs, finances and

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accounts of the Mortgagor and to be informed as to the same by its officers, all at such reasonable times and intervals as the Lender may desire; and that the Mortgagor will furnish to the Lender within Ninety (90) days after the end of each fiscal year of the Mortgagor, copies of statements of income and surplus of the Mortgagor for such fiscal year showing separately and in adequate detail the income and expense of the mortgaged property, all in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year and certified by an authorized financial officer of the Mortgagor.

12. That the Mortgagor, upon written request, shall certify within Ten (10) days after such request, by a writing duly acknowledged, to the Lender or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and the Note and whether any offsets or defenses exist against the Mortgage debt. In the event Mortgagor fails to timely so certify, Mortgagor irrevocably appoints any officer of Lender, its successors and assigns as its attorney in fact, to so certify and which certification shall be binding on Mortgagor.

13. That this Mortgage shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the fixtures, or any replacements thereof, or additions thereof, all proceeds thereof, and the Mortgagor will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security; and that the Mortgagor will execute and deliver from time to time such further instruments including renewal mortgages, security agreements, financing statements, certificates, extensions and renewals thereof, and such other documents as may be required by the Lender to preserve, confirm and maintain the lien of this Mortgage on the said fixtures whether now or hereafter acquired, and the Mortgagor shall pay to the Lender on demand any expenses incurred by the Lender in connection with the preparation and filing of such documents. Fixtures and equipment which the lessee of a portion of mortgaged property has the right to remove, are specifically excluded from the provisions of this clause except to the extent that lessee's right to remove such fixtures and equipment shall be forfeited under terms of all leases assigned herein or by any Assignment of Rents and Leases given as additional security for the Note.

14. That in the event of any default in the performance of any of the Mortgagor's covenants or agreements herein, the Lender may, at the option of the Lender, perform the same and the cost thereof, with interest at the penalty rate from date of disbursement, shall immediately be due from the Mortgagor to the Lender and secured by this Mortgage.

15. That if any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Lender is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Lender for the expenses of any litigation (including reasonable counsel fees) to prosecute or defend the right and lien created by this Mortgage shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the penalty rate from date of disbursement, and shall be subject to this Mortgage, and shall be deemed to be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that Lender incurs any attorney fees or costs in dealing with any matter which directly or indirectly effects this Mortgage, Mortgagor agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by Lender, together with interest thereon at the penalty rate and which sums shall be deemed also secured by the lien of this Mortgage.

16. That the Lender and any persons authorized by the Lender shall have the right to enter and inspect the mortgaged property at all reasonable times; and that it, at any time after default

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by the Mortgagor in the performance of any of the terms, covenants or provisions of this Mortgage or the Note the management or maintenance of the mortgaged property shall be determined by the Lender to be unsatisfactory, the Mortgagor may, but need not, employ for the duration of such default as managing agent of the mortgaged property, any person from time to time designated by the Lender and charge the cost thereof to Mortgagor.

17. That the Lender shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, the costs of Lender's performance of the Mortgagor's covenants or agreements provided herein, or any other sums required to be paid under the terms of this Mortgage or the Note as the same becomes due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

18. That no sale or conveyance or contract to sell the subject real estate or any part thereof will be made without the prior consent of Lender.

19. That upon request by Lender, Mortgagor covenants and agrees to deposit at such place as the holder of the Note secured by this Mortgage may, from time to time, in writing appoint and, in the absence of such appointment then at the office of Lender commencing with the first interest payment pursuant to the Note secured hereby, and on the first day of each and every succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments last assessed (general and special) on the premises secured hereby (unless said taxes are based upon assessments which exclude the improvements or any part thereof, now constructed or to be constructed, in which event the amount of such deposits shall be based upon the reasonable estimate of the holder of the Note as to the amount of taxes and assessments to be levied or assessed). Mortgagor concurrently with the disbursement of the loan will also deposit with Lender an amount based upon the taxes and assessments so ascertainable, or so estimated by Lender as the case may be for taxes and assessments on the secured premises on an accrual basis for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned. Such deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said 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) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt and demand, thereafter deposit with Lender such additional funds as may be necessary to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit, or deposits. Notwithstanding any provision of law, in the event Lender forecloses the lien of this Mortgage, the balances of any such tax escrow account shall be set off against sums due Lender from mortgagor hereunder.

20. That upon request by Lender, together with, and in addition to, the monthly payments of interest or principal payable under the terms of the Note secured hereby, and in addition to the deposits for general and special taxes and assessments pursuant to the terms of paragraph 19 of this Mortgage, Mortgagor will deposit with Lender a sum equal to the premiums that will next become due and payable on policies of fire, extended coverage and other hazard insurance, covering the mortgaged property, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such insurance premiums will become due and payable, such sums to be held in trust without interest to pay said insurance premiums; notwithstanding any

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provision of law, in the event Lender forecloses the lien of this Mortgage, the balances of any escrow account shall be set off against sums due Lender from Mortgagor hereunder.

21. That the whole of the principal sum and the interest of the indebtedness secured hereby shall become due at the option of the Lender:

A. After default in the payment of any installment of principal and/or of interest thereon for Fifteen (15) days; or

B. After default in the payment of any tax, water rate or assessment for Thirty (30) days after notice and demand; or

C. After default either in assigning and delivering the certified copies of insurance herein described or referred to or in reimbursing the Lender for premiums paid on such insurance, as herein provided; or

D. After default for Fifteen (15) days following request in furnishing a statement of the amount due on the Mortgage and whether any offsets or defenses exist against the Mortgage debt, as hereinbefore provided; or

E. After default for Thirty (30) days after notice and demand in the payment of any installment of any assessments for local improvements heretofore or hereafter made within is or may become payable in installments, and may at any time affect the premises; or

F. Upon the actual or threatened waste removal or demolition of, or material alteration, to any part of the mortgaged property; or

G. Upon default in keeping in force the insurance required by paragraph 5; or

H. Upon Assignment by the Mortgagor of the whole or any part of the rents, income or profits arising from the mortgaged property without the written consent of the Lender unless such assignment shall be specifically subject and subordinate to the prior rights of the Mortgage hereunder; or

I. Upon any assignment made by the then owner of the mortgaged property, for the benefit of creditors; or

J. Upon the appointment of a receiver, liquidator or trustee of the then owner of the mortgaged property or of any of the mortgaged property, or the adjudication of such person to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or arrangement of such owner pursuant to the Federal Bankruptcy Act or any similar statute, or the institution of any proceeding for the dissolution or liquidation of such person, and, if such appointment, adjudication, petition or proceeding be involuntary and not consented to by such person, the failure to have the same discharged, stayed or dismissed within Ninety (90) days; or

K. Upon default or occurrence in the event of default in the observance or performance of any other covenant or agreement of the Mortgagor hereunder, or the Borrower under the Note and expiration of applicable grace period and notice period; or

22. [Intentionally Blank].

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23. That when the indebtedness secured hereby shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof; that in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Lender for attorney's fees, appraiser's fees, outlay for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens Certificates, and similar data and assurances with respect to title as Lender may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the mortgaged property; that all such expenditures shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the penalty rate per annum when paid or incurred by the Lender; and that the proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all such costs and expenses incident to the foreclosure proceedings; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; Third, all interest and then principal remaining unpaid on the indebtedness secured hereby, and Fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

24. That upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint a receiver of the mortgaged property; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the mortgaged property or whether the same shall be then occupied as a homestead or not; that such receiver shall have power to collect the rents, issues and profits of the mortgaged property during the pendency of such foreclosure suit and in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in cash cases for the protection, possession, control, management and operation of the mortgaged property during the whole of said period; and that the receiver, out of such rents, issues and profits may pay any costs incurred in the management and operation of the mortgaged property, prior and coordinate liens, if any, taxes, assessments and insurance, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.

25. That upon any sale by virtue of any judicial proceedings or otherwise for the enforcement of this Mortgage the mortgaged property may be sold in one parcel as an entirety, and the Mortgagor, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them hereby expressly waives and releases all right to have the mortgaged property or any part thereof marshalled upon any foreclosure sale, or other enforcement hereof, and any court at the time foreclosure of this Mortgage is sought shall have the right and is hereby authorized and directed to sell the entire mortgaged property as a whole in a single parcel.

26. That any failure by the Lender to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; that neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the Note or any

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obligation secured by this Mortgage shall be released from liability for repayment of the Note or any obligations secured by this Mortgage (1) by reason of the failure of the Lender to comply with any request of the Mortgagor or of any other person, to take action to foreclose this Mortgage or of any obligations secured by this Mortgage, or (2) by reason of any agreement or stipulation between any subsequent owner or owners of the mortgaged property and the Lender extending the time of payment or modifying the terms of the Note or Mortgage (whether or not first having obtained the prior written consent of the Mortgagor or the other person obligated to pay the Note or any obligation secured by this Mortgage); that the Lender may release, regardless of consideration, this Mortgage in whole or in part without, as to the remainder of the security, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien; and that the Lender may resort for the payment of the indebtedness secured hereby to any other security heretofore held by the Lender in such order and manner as the Lender may elect.

27. That the rights of the Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Lender shall be construed as an election to proceed under any one provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

28. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean and include "the undersigned and/or any subsequent owner or owners of the premises"; the word "Lender" shall mean "Lender or any subsequent holder or holders of this Mortgage"; that the word "person" shall mean "a trust, individual, corporation, partnership or unincorporated association"; and the word "premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

29. Any and all other documents conferring easement rights or other appurtenant rights upon the owner of the Premises in land lying within or beyond the perimeters of the Premises are herein collectively called the "Appurtenant Agreements" and such rights collectively shall be considered appurtenances.

Borrower hereby grants, conveys, assigns, transfers and mortgages to Lender, as additional security for the indebtedness secured hereby, all right and benefit of Borrower under the Appurtenant Agreements and all easement rights and other benefits arising thereunder, in favor of the Premises. With respect to the Appurtenant Agreements, Borrower further agrees with Lender as follows:

A. Borrower will perform and comply with all obligations of Borrower or which are otherwise imposed upon the Borrower or which are otherwise imposed upon the Premises thereunder;

B. Borrower will keep the same in good standing and in effect and enforce observance and compliance by other parties thereto with their respective obligations thereunder affecting the Premises;

C. Borrower will not, without first having obtained the written approval and consent of Lender:

i. modify or agree to any Termination of the Appurtenant Agreements or waive or relinquish any of Borrower's rights thereunder or any benefits thereunder which affect the Premises;

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ii. exercise any right of approval or consent conferred upon Borrower under the Appurtenant Agreements; it being understood and agreed, however, that after the occurrence of any default hereunder, Lender may exercise all such powers of consent or approval on Borrower's behalf, full power and authority so to do being herein conferred upon Lender by Borrower;

D. In the event Borrower shall receive notice from any other parties thereto of any claimed default thereunder by Borrower or Borrower's beneficiaries, or acquire any knowledge of the assertion or intended assertion of any claim against Borrower arising thereunder, Borrower will promptly advise Lender thereof;

E. In the event Borrower shall receive notice or acquire any knowledge of any action or proceedings taken or initiated, with respect to the Appurtenant Agreements or any laws or ordinances which could affect the Premises, Borrower will promptly advise Lender thereof;

F. Appropriate licenses, approvals and permits for the use or operation of the Premises or the Appurtenant Agreements shall at all times be obtained and kept in full force and effect, including those of the U.S. and Illinois Environmental Protection Agency any other governmental regulatory body having jurisdiction.

30. Operation of Premises. Borrower agrees that: (a) the Premises will be operated in accordance with the highest standards of operation according to the nature of the real estate and improvements thereon; (b) the Premises will at all times be properly equipped for such purpose; (c) Borrower will procure, maintain and comply with all governmental permits and licenses required for such operation; and (d) Borrower will comply with all governmental laws, ordinances, rules and regulations relating to such operation.

31. Hazardous Waste and Related Matters. Borrower is currently in compliance with, and will manage and operate and cause its agents and representatives to manage and operate the Premises and will cause each future tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations, orders and ordinances regulating health, safety and environmental matters, including, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of Hazardous Material (hereinafter defined) including, without limitation, raw materials, products, supplies, asbestos or polychlorinated biphenyl compounds ("PCBs").

A. Borrower shall send to the Lender no later than two (2) days after receipt by Borrower, any report, citation, notice or other writing by to or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. If required pursuant to any of such laws, rules, regulations, orders or ordinances, Borrower shall rectify, dispose of or remove from the Premises any Hazardous Materials in a manner consistent with and in compliance with the same and shall pay immediately when due any costs incurred or sustained therefor. Borrower shall keep the Premises free of any lien imposed pursuant to said laws, rules, regulations, orders, or ordinances. In the event Borrower fails to comply with any of the foregoing within fifteen (15) days after demand by the Lender to Borrower, this Lender may either (i) declare a default under this Agreement or (ii) cause the removal of the Hazardous Material from the Premises, or both. The costs of the removal shall constitute additional indebtedness hereunder secured by this Mortgage and which costs shall be due and payable without notice or demand with interest thereon at the Penalty Rate from date of disbursement.

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B. Borrower further agrees not to generate, handle, use, store, treat, discharge, release or dispose of any Hazardous Material at the Premises without the express written approval of the Lender and compliance with all applicable statutes, ordinances and regulations. The Lender shall have the right at any time to conduct an environmental audit of the Premises at Borrower's sole cost and Borrower shall cooperate in the conduct of such environmental audit. After the occurrence of a default hereunder, Borrower shall give Lender, its agents and employees access to the Premises to remove any Hazardous Material, provided nothing herein shall obligate the Lender to take any action to remove any Hazardous Waste or to correct any violation of law on the subject Premises.

C. Borrower shall indemnify, defend with counsel reasonably acceptable to the Lender, and hold the Lender free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Lender in connection with or arising from or out of the breach of any warranty, covenant or agreement or the inaccuracy of any representation contained or referred to in this paragraph, and any violation by Borrower of any of the foregoing laws, regulations, orders or ordinances described in this paragraph. The foregoing indemnification shall survive repayment of the loan.

D. For the purpose of this Mortgage, "Hazardous Material" shall mean and shall include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as is now or at any time hereafter may be in effect including the laws, ordinances and regulations of the State of Illinois, its agencies and political subdivisions.

32. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT OR REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

33. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

34. Upon payment in full of all sums due Lender under this Mortgage and the Note secured thereby upon written request of Mortgagor, the Lender shall cause a release of this Mortgage and any related security filings to be prepared and issued to Mortgagor upon the payment to Lender of its reasonable charges and costs for preparation and issuance.

35. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

36. Any part of the security herein described may be released by the Lender without affecting the lien hereof on the remainder. The liability of the Borrower and Guarantor on said

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Note shall continue in its original force and effect until the Note and interest thereon are paid in full; Lender may by written and signed agreement with the then record owner of said premises, or with the heirs, executors, administrators, devisees, successors or assigns of such record owner, or with any one or more persons liable, whether primarily or secondarily, for the payment of any indebtedness secured hereby, without notice to any other of said persons, extend the time of payment of said indebtedness, or any part hereof, without thereby modifying or affecting the lien of its Mortgage or by releasing any such person from any liability for such indebtedness, and this Mortgage shall be security for all additional interest under such extension agreement; and the granting of any extension or extensions of time of payment of the principal Note or interest thereof either to the maker or to any other person, or the releasing of a portion of the security hereof, or taking other or additional security for payment of said indebtedness, or waiver of or failure to exercise any right to mature or to enforce the whole debt under any covenant or stipulation herein contained, or extending the time of payment of any other indebtedness or liability secured hereby, shall not in any wise affect this Mortgage or the rights of the Lender hereunder, or operate as a release any person from any liability upon said Note or said indebtedness under any covenant or stipulation herein contained.

37. [Intentionally Blank]

38. That in the event any provision of this Mortgage is ruled invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such invalid or unenforceable provision shall be deleted or modified to the extent required to make such provision valid and enforceable as if such invalid or unenforceable provisions had never been included herein or were included herein only to the extent that said provisions are valid and enforceable. This Mortgage shall remain fully effective according to its terms after such deletions or modifications.

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

RALEIGH REALTY CORPORATION

BY: [Signature]  
JAMES J. KEAN, President

ATTEST: [Signature]  
W. RALEIGH KEAN, JR.  
Secretary

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STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK        )

The undersigned, a notary public in and for and residing in said County, in the State aforesaid, do hereby certify that James J. Kean and W. Raleigh Kean, Jr., being the President and Secretary, respectively, of RALEIGH REALTY CORPORATION, an Illinois Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 corporation for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as the said Secretary and as custodian of the corporate of the said corporation, he did affix the corporate seal of said corporation to said instrument, as said Secretary own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of April, 1991.



Linda Goldsmith  
Notary Public

THIS DOCUMENT WAS PREPARED BY:

JAMES B. CARROLL, ESQ.  
2400 West 95th Street, 5th Floor  
Evergreen Park, IL 60642  
708-422-3766



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## EXHIBIT "A"

LOTS 8 THROUGH 10 IN BLOCK 1 IN FLO. STONE AND COMPANY'S 95TH STREET COLUMBUS MANOR BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 24-08-10A001 TO 003

COMMONLY KNOWN AS: 6227 WEST 95TH STREET, OAK LAWN, ILLINOIS

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2025/01/14