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SECOND MORTGAGE AND ASSIGNMENT OF RENTS

THIS SECOND MORTGAGE, made this 50th day of April, 1991 between the LaSALLE NATIONAL TRUST, N.A., successor to LaSALLE NATIONAL BANK not personally, but as Trustee under a Trust Agreement dated June 6, 1985 and known as Trust No. 109809 (herein called "Mortgagor") and GRIFFIN & GRIFFIN, an Illinois Partnership (herein called "Mortgagee").

DEPT-01 RECORDING \$33.29
T#3333 TRAN 1001 05/08/91 16:07:00
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WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of ONE HUNDRED FIFTY THOUSAND (\$150,000) DOLLARS as evidenced by a Second Mortgage Note dated of even date with this Mortgage, made by the Mortgagor payable to the order of and delivered to the Mortgagee in such principal sum (herein called "Note") together with interest thereon, from the date hereof, at the rate set forth in the Note with a final payment of the balance due not later than the first day of October, 1993, all of which payments shall be made at such place as the Mortgagee may, from time to time, in writing designate.

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NOW THEREFORE, the Mortgagor, to secure the payment of said principal, interest and additional indebtedness according to the Note of even date herewith and the performance of the covenants and agreements in this Mortgage and Assignment of Rents all of which have been executed by Mortgagor, (herein collectively or severally, as the context requires, called "Loan Documents") does by these presents GRANT, BARGAIN, SELL, CONVEY AND MORTGAGE unto the Mortgagee, and the Mortgagee's successors and assigns forever, the real estate and all of its estate, right, title and

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interest therein situated in the Village of Orland Park, County of Cook and State of Illinois, the legal description of which is described in Exhibit A attached to this Mortgage and made a part or it, which real estate, together with the following described property, is collectively herein called "Premises";

TOGETHER WITH (i) all of the Mortgagor's right, title and interest in all of the improvements, tenements, easements, fixtures, appurtenances and all other rights belonging thereto now or hereafter erected or placed on the Premises, (ii) all of Mortgagor's right and interest in all of the rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto, which are pledged primarily and on a parity with Premises and not secondarily and (iii) all fixtures now or hereafter owned by Mortgagor and attached to, contained in or used in connection with the Premises, including, without limitation, all machinery, motors, elevators, fittings radiators, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, (whether single units or centrally controlled) and ventilation, screens, window shades, storm doors and windows, floor coverings, awnings, and water heaters.

TOGETHER WITH all of the assets, rights, properties and claims of Mortgagor, wherever located and whether now owned by, in the possession of or in the control of Mortgagor, including but not limited to all accounts, bank accounts, accounts receivable, security deposits, notes, chattel paper, writings

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evidencing a monetary obligation, contract rights and other creditor's interests now or hereafter existing in favor of, owned or acquired by Mortgagor with respect to the property conveyed hereby; all construction, marketing, management, service, engineering and architectural contracts and other contracts relating to the use, operation, occupation, maintenance, repair or construction of the property conveyed hereby; all permits, licenses, franchises benefitting the property conveyed hereby, including all extensions, renewals and replacements thereto, together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf in connection with the foregoing; and all books and records, including but not limited to all lease documents, relating to the property conveyed hereby.

TOGETHER WITH all judgments awards of damages or settlements related to and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including but not limited to proceeds of insurance and/or condemnation, and all products, additions, accessions, attachments, parts, replacements and substitutes therefor.

It is agreed that all of the foregoing are deemed part of the Premises, whether physically attached thereto or not, and for the purposes of this Mortgage shall be real estate and covered by this Mortgage, and as to any of the aforesaid property which does not so form a part of the real estate or does not constitute a

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"Fixture" as defined in the Uniform Commercial Code of the State of Illinois (the "Code"), this Mortgage is hereby deemed to be a Security Agreement under the Code for the purpose of creating a continuing security interest in such property, which Mortgagor hereby grants to Mortgagee as "Secured Party" (as defined in the Code).

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor expressly releases and waives.

COVENANTS, CONDITIONS AND PROVISIONS

1. Payment of Principal and Interest: Mortgagor shall pay promptly when due the principal, interest and additional indebtedness evidenced by the Note at the times and in the manner provided in the Note.

2. Preservation of the Premises: Mortgagor shall do the following:

- A. Restoration: Promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed, so as to be of equal value and substantially the same character as immediately prior to such damage or destruction;
- B. Maintenance: Keep the Premises in the same condition as when the Premises were conveyed to Mortgagor from the Mortgagee, ordinary wear and tear excepted.
- C. No Liens: Keep the Premises free from mechanic's or other liens or claims for lien, whether superior or inferior to the lien of this Mortgage, other than the

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Disputed Encumbrances described in Exhibit B attached to this Agreement and made a part of it (herein called "Disputed Encumbrances") or the first mortgage in favor of General Motors Acceptance Corporation, a New York Corporation, dated April _____, 1991 (herein called "first mortgage"), provided however that Mortgagor may contest any lien claim arising from any work performed, material furnished or obligations incurred by Mortgagor upon furnishing Mortgagee a title indemnity of Chicago Title Insurance Company insuring over the lien or other security and indemnification reasonably satisfactory to Mortgagee for the final payment and discharge thereof;

- D. Prior Lien: Pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, other than the Disputed Encumbrances, and upon request of the Mortgagee exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee;
- E. Comply With Law: Comply with all Federal, state and local laws, regulations and ordinances with respect to the Premises and the use thereof, provided that so long as Mortgagor diligently continues to provide for the cleanup of the soil contamination existing at the date of this Mortgage, Mortgagor shall be deemed to be in such compliance with respect to such soil contamination;
- F. No Alterations: Make no material alterations, unless required by law or municipal ordinance, to the size or shape of the exterior of the improvements or the structural integrity of the building, except with mortgagee's consent, which consent shall not be unreasonably withheld. Material shall mean alterations in excess of \$150,000.
3. Taxes and Assessments: Mortgagor shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or

assessment which Mortgagor may desire to contest.

4. Laws Regarding Taxation: In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if, in the opinion of counsel for the Mortgagee, (1) it might be unlawful to require Mortgagor to make such payment or (2) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable one hundred twenty (120) days from the giving of such notice.

5. Prepayment of Note: The Mortgagor may prepay the Note according to the terms set forth in Section 11 of the Note.

6. Insurance: Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning, windstorm and other hazards as may reasonably be required by Mortgagee under policies

providing for payment by the insurance companies of moneys sufficient to either (i) pay the cost to repair, restore or rebuild the Premises in an amount equal to 100% of the full replacement cost as set forth herein or (ii) pay in full the indebtedness secured by the first mortgage and this Mortgage, all in companies satisfactory to the first mortgagee and Mortgagee, under insurance policies payable, in case of loss or damage, to first mortgagee and Mortgagee, as their interest may appear. Such rights to be evidenced by the standard mortgage clause to be attached to each policy including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without 30 days prior written notice to Mortgagee. Mortgagor will seek to have waiver of subrogation endorsements added when applicable.

- A. Certificate of Insurance: Mortgagor shall deliver certificates for all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver certificates for renewal policies not less than ten days prior to the respective dates of expiration.
- B. Application of Proceeds: The proceeds of insurance, subject to the rights of the first mortgagee in the proceeds up to the balance of the indebtedness secured by the first mortgage, after deducting any costs of collection shall be applied, at the option of the Mortgagee, as follows:
- (1) As a credit in payment of the indebtedness secured by this Mortgage, unless Mortgagor is not in default under this Mortgage and elects in a writing delivered to the Mortgagee within 10 days after the damage or destruction of the improvements to repair, restore and rebuild the improvements as set forth herein;
 - (2) To repair, restore and rebuild the improvements, in which event the Mortgagee shall not be

obligated to see to the proper application thereof nor shall the amount so released or used for such repairs, restoration or rebuilding be deemed a payment of the indebtedness secured by this Mortgage; or

(3) Payment to the Mortgagor.

C. Restoration of Premises: If Mortgagor or Mortgagee elects to repair, restore and rebuild the improvements (herein called "work") and subject to the rights of the first mortgagee, the proceeds of insurance shall be made available, from time to time, to pay for the work, provided Mortgagee is furnished with (i) satisfactory evidence of the estimated cost of such work and (ii) such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and payments as Mortgagee may reasonably require and approve.

- (1) If the estimated cost of the work exceeds \$100,000, Mortgagor shall furnish Mortgagee with all plans and specifications for such work as Mortgagee may reasonably require and approve.
- (2) No payment made prior to the final completion of the work shall exceed 90% of the value of the work performed, from time to time, and at all times the undisbursed balance of the proceeds of insurance shall at least be sufficient to pay for the cost of completion of the work free and clear of any liens. If such proceeds are not sufficient therefor, Mortgagor shall deposit with the first mortgagee and Mortgagee funds equal to the amount of the insufficiency within 10 days after written notice thereof delivered by Mortgagee to Mortgagor.
- (3) If Mortgagor fails within a reasonable time, subject to delays beyond its control, to diligently repair, restore and rebuild the improvements, Mortgagee, at his option, may do or complete the work for the Mortgagor. For such purpose, Mortgagee may do all necessary acts, including, without limitation, using the proceeds of insurance and deposit by the Mortgagor, if any.
- (4) Any excess of the proceeds of insurance over the amount necessary to complete the work shall be applied as a credit in payment of the indebtedness secured by this Mortgage.

- (5) In the event of foreclosure of this Mortgage, or other transfer of title to the Premises in extinguishment of the indebtedness secured by this Mortgage, all right, title and interest of the Mortgagor in any insurance policies then in force, and any claims or proceeds thereunder, shall pass to the Mortgagee, or any purchaser or grantee.

7. Performance of Defaulted Acts: In case of an Event of Default by the Mortgagor, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, (i) make full or partial payments of principal or interest on prior encumbrances, if any, (ii) purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, (iii) redeem from any tax sale or forfeiture affecting the Premises or (iv) contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including, without limitation, reasonable attorneys' fees, paralegal fees, computerized research fees, costs and any other expenses advanced by Mortgagee to protect the mortgaged Premises and the lien of this Mortgage, shall be so much additional indebtedness secured by this Mortgage and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

- A. Taxes or Assessments: The Mortgagee making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office

without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

- B. Acceleration of Debt: Mortgagor shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable when an Event of Default shall occur.

8. Condemnation: Any and all awards, subject to the rights of the first mortgagee in such awards up to the balance of the indebtedness secured by the first mortgage, made or to be made to the present and all subsequent owners of the Premises by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the Premises or any improvement located thereon or any easement therein or appurtenant thereto are hereby assigned by Mortgagor to Mortgagee.

- A. Award: Mortgagee is authorized to collect and receive the award from the condemning authorities and to give appropriate receipts and acquittances therefor. Mortgagee shall apply the proceeds of such awards in the same manner as set forth in Section 55 with regard to proceeds of insurance.
- B. Notice of Condemnation: Mortgagor shall give immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain affecting all, or any part, of the Premises or any easement therein or appurtenance thereof, including, without limitation, severance, consequential damage and change in grade of streets.
- C. Delivery of Documents: Mortgagor shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor shall make, execute and deliver to Mortgagee, at any time or times at his request, any and all further assignments

and/or instruments, free and clear of any encumbrances, other than the first mortgage and Disputed Encumbrances, deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any permanent or temporary taking under any such proceeding.

9. Assignment of Rents: All of the right, title and interest of the Mortgagor in and to all present leases affecting the Premises including and together with (i) any and all future leases upon all or any part of the Premises and (ii) all rents, income, receipts, revenues, issues and profits from or due or arising out of the Premises, subject to the rights of the first mortgagee in the same up to the balance of the indebtedness secured by the first mortgage, hereby transfers and assigns to the Mortgagee as further security for the payment of the indebtedness secured by this Mortgage provided that Mortgagor shall have the right to collect and retain such rents so long as an Event of Default has not occurred. Notwithstanding the foregoing, the assignment of rents and leases made by Mortgagor hereunder shall be deemed a present assignment.

A. Mortgagee's Consent: Mortgagor shall not, without Mortgagee's prior written consent, which shall not be unreasonably withheld or delayed: (i) accept any payment of any installment of rent more than thirty days in advance of the due date therefor; (ii) enter into any management agreement or assignment or sublease of any lease, license or concession pertain to the Premises; or (iii) modify or amend any lease or cancel or terminate any lease except for the nonpayment of rent.

B. Mortgagor's Compliance: Mortgagor shall, at its sole cost and expense: (i) promptly abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder; (ii) enforce or secure the

performance of all of the covenants, conditions and agreements contained in any lease of the Premises on the part of any tenant thereunder; and (iii) appear in and defend any action or proceeding arising out of or related to such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder.

C. Indemnification of Mortgagee: Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any of such leases, and Mortgagor hereby agrees to indemnify and hold Mortgagee harmless of and from all liability, loss or damage which it may incur under said leases or under or by reason of the assignment thereof and all claims and demands whatsoever which may be asserted against Mortgagee. Should Mortgagee incur any liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands made in connection therewith, the amount thereof, including, without limitation, reasonable attorney's fees and expenses, shall be secured hereby, and shall become immediately due and payable upon demand with interest at the Default Interest Rate from the date of advancement until paid.

D. Priority of Leases: All or any such leases shall, at the option of the Mortgagee, be paramount or subordinate (but not subordinate with respect to priority of entitlement to proceeds of insurance or any award in condemnation) to this Mortgage by the Mortgagee executing and filing in the Office of the Recorder of Deeds for Cook County, Illinois of a unilateral declaration to that effect.

10. Event of Default: An Event of Default of this Mortgage shall be deemed to have occurred upon the occurrence of any one or more of the following events:

A. Note: An Event of Default described in Section 6 of the Note secured by this Mortgage shall occur.

B. Breach of Covenant: Mortgagor fails to perform any covenant or condition or breaches any warranty in this Mortgage or the Note secured by this Mortgage, and such failure continues for 10 days after the Mortgagee delivers written notice of such failure to perform or

breach to the Mortgagor. Provided however, if any such default described in this Section 10B cannot with due diligence be cured within said ten (10) day period and Mortgagor commences the cure within such period and diligently pursues its completion (and provided that such default does not create an emergency situation according to the reasonable determination of Mortgagee, in which case such default must be cured forthwith), then Mortgagor shall have such additional time to cure the default with diligence as may reasonably be required under the circumstances.

C. Breach of First Mortgage: Mortgagor shall fail to perform any covenant or condition or breach any warranty in the first mortgage, and such default is not cured within the applicable cure periods set forth in the first mortgage.

11. Mortgagee's Right To Possession: If an Event of Default occurs, Mortgagor, on demand by Mortgagee, shall forthwith surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of all, or any part of, the Premises, personally or by its agents or attorneys, as for condition broken. Mortgagee in its discretion may enter upon, take and maintain possession of all, or any part of, the Premises, together with all documents, books, records, papers, and accounts of the Mortgagor or the then owner of the Premises relating thereto. Mortgagee may exclude the Mortgagor, its agents and employees, wholly from the Premises, and Mortgagee, as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted may do any one or more of the following:

A. Manage the Premises: Hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by his agents, with full power to use such legal or equitable measures as in his discretion may be deemed proper or necessary without notice to the Mortgagor to enforce the payment or

security of the avails, rents, issues and profits of the Premises, including, without limitation, (i) actions for the recovery of rent, (ii) actions in forcible detainer and (iii) actions in distress for rent;

B. Terminate Leases: Cancel or terminate any lease or sublease for any reason that would entitle the Mortgagor to do the same;

C. Disaffirm Leases: Elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinate to the lien hereof;

D. Modify Leases: Extend or modify any then existing lease or sublease and make new leases, which extensions, modifications and new leases may provide for terms to expire beyond the maturity date of the indebtedness secured by this Mortgage and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale. Any such leases, and the options or other such provisions to be contained in them, shall be binding upon (i) Mortgagor and all persons whose interests in the Premises are subject to the lien of this Mortgage and (ii) the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness secured by this Mortgage, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and

E. Maintenance of Premises: Make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that seem to Mortgagee to be judicious, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management of the Premises and to receive all avails, rents, issues and profits therefrom.

12. Foreclosure: If an Event of Default occurs, Mortgagee shall have the right to foreclose the lien of this Mortgage.

A. Additional Indebtedness: In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, including, without limitation, reasonable attorneys' fees, paralegal fees, computerized research fees, appraiser's fees, outlays for documentary and expert evidence,

stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably 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 Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

- B. Proceeds of Foreclosure: The proceeds of any foreclosure of sale of the Premises shall be distributed and applied in the following order of priority:
- (1) On account of all costs and expenses incident to the foreclosure proceedings, including, without limitation, all such items as are mentioned in Section 12A;
 - (2) All other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided;
 - (3) All principal remaining unpaid on the Note;
 - (4) Any surplus to Mortgagor, its successors, legal representatives or assigns, as their rights may appear.
- C. Appointment of Receiver: Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be

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made either before or after sale, (i) without notice, (ii) without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver (iii) without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and (iv) the Mortgagee may be appointed as such receiver.

(1) Such receiver shall have the power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of such period.

(2) The Court from time to time may authorize the receiver to apply all or any part of the net income in his hands (i) in payment of the indebtedness, secured hereby, (ii) according to any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale or (iii) in payment of the deficiency in case of a sale and deficiency.

D. Waiver Of Statutory Rights: Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, redemption, stay, 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 the Mortgage. Mortgagor waives the benefit of any such laws.

(1) Mortgagor waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien of this Mortgage and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.

(2) Mortgagor waives any and all rights of redemption from sale under any order or decree of foreclosure, or pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate and

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all persons beneficially interested therein, each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage and all other persons to the extent permitted by the provisions of the Illinois Revised Statutes, Chapter 77, Section 18(a) and (b).

13. Waiver of Defenses: No action for the enforcement of the lien of this Mortgage or of any provision of it 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.

14. Inspection of Premises: The Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for such purpose, so long as the Mortgagee does not unreasonably interfere with the business of the party in possession of the Premises.

15. Modification of Indebtedness: If the payment of all or any part of the indebtedness be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force. The right of recourse against all such persons is expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

16. Partial Payments: Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise Mortgagee's option to declare

the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at that time or any subsequent time, nor nullify any prior exercise of such option or such rights of Mortgagee without the Mortgagee's written consent, except and to the extent otherwise provided by law.

17. Delays or Omissions: No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.

18. Future Advances: It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future advances as shall be made by Mortgagee or its or their successors or assigns, to and for the benefit of the Mortgagor and Guarantors, to the same extent as if such future advances were made on the date of the execution of this Mortgage ("Future Advances"). The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time and shall include any and all disbursements made by Mortgagee for the payment of taxes, levies or insurance on the Premises with interest on such disbursements at the Default Interest Rate and for reasonable attorney's fees and court costs incurred in the collection of any or all of such

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sums. All Future Advances shall be wholly optional with Mortgagee, provided that any such Future Advances, exclusive of any and all disbursements made by Mortgagee as set forth above, shall not exceed One Hundred Thousand Dollars (\$100,000.00) and the same shall bear interest at the same rate as specified in the Note unless said interest rate shall be modified by subsequent agreement.

19. Time is of the Essence: Time is of the essence of this Mortgage. The waiver of the options or obligations secured by this Mortgage shall not at any time thereafter be held to be abandonment of such rights.

20. Covenants to Run with the Land: All of the covenants of this Mortgage shall run with the land.

21. Release of Mortgage: Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured by this Mortgage.

22. Exculpation of Mortgagor: This Mortgage is executed by the Mortgagor, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee. Mortgagor warrants that it possesses full power and authority to execute this instrument.

A. No Liability: It is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on the Mortgagor, either individually or as Trustee aforesaid, personally to pay the Note, or any interest that may accrue on it, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained.

B. Waiver of Liability: All such liability, if any, of the Mortgagor is expressly waived by the Mortgagee and

by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor, either individually or as Trustee aforesaid or its successors, personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in the Note provided or by action to enforce the personal liability of the guarantor, if any.

23. Other Mutual Covenants: The Parties agree to other mutual covenants, as follows:

- A. Binding Effect: This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all successors and assigns claiming under or through Mortgagor. The word "Mortgagor" when used herein shall include such persons and all persons liable for the payment of all or any part of the indebtedness, whether or not such successor or assigns shall have executed the Note or this Mortgage and all persons who may claim any rights through the Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the Holder, from time to time, of the Note secured by this Mortgage. References to the singular or plural and to pronouns of male, female or neuter gender shall be deemed to include the other, where the context requires it.
- B. Remedies Cumulative and Concurrent: The rights and remedies of the Mortgagee, as provided in the Note, this Mortgage and the guaranty of any guarantor shall be cumulative and concurrent. They may be pursued separately, successively or together against any one or more of the Mortgagor, any guarantor or the Premises as often as the occasion therefor shall arise. If the Mortgagee proceeds under one right or remedy under the Note, Guaranty or this Mortgage, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under the Note, Guaranty or this Mortgage.
- C. Severability: In the event any terms of this Mortgage shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term, nor the validity of any other terms of this Mortgage shall in any way be affected thereby.

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- D. Section and Other Headings: Section or other headings contained in this Mortgage are for reference purposes only and shall not affect in any way the meaning or interpretation of this Mortgage.
- E. Governing Law: This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Illinois. The Parties agree that this Mortgage is deemed and shall be construed to have been mutually prepared by all of the Parties, and any uncertainty or ambiguity in it shall not be construed more strictly against one Party as against any other Party.
- F. Further Assurances: Mortgagor shall execute, acknowledge and deliver to Mortgagee and any subsequent holder from time to time upon demand any further instrument or instruments, so as to re-affirm, correct and perfect the evidence of the obligation secured by this mortgage and the lien of Mortgagee to all or any part of the Premises. Mortgagor will do or cause to be done all such further acts and things reasonably necessary to carry out the intent of this Mortgage.
- G. Indemnification: Mortgagor hereby agrees to indemnify and forever hold Mortgagee (and its successors and assigns) harmless from and against any and all liability for injury to persons or property, damages, expenses, costs of environmental clean-up, waste and hazardous substance disposal, penalties, fines, costs (including attorneys' fees, and costs and expenses incidental to any court or administrative proceedings) which may incur or be found liable for (i) because the Premises contain or are alleged to contain, or cause or are alleged to cause, any harmful, hazardous, toxic, environmentally damaging or dangerous substances or conditions, or (ii) because of any enforcement actions brought pursuant to any local, State or Federal statutes, rules, regulations, court orders, administrative rulings, or the like, or (iii) because of any private or public lawsuits, whether or not such lawsuits are in the nature of nuisance abatement, claims for personal injury or property damage, or the like. The indemnification and hold harmless agreements contained herein shall survive the termination of this Mortgage and the repayment of the indebtedness secured thereby, notwithstanding any releases hereinafter granted by Mortgagee or its successors or assigns.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Mortgage to be signed the day and year first above written.

MORTGAGOR:

LaSalle National Trust, N.A.,
not personally, but as Trustee
under a Trust Agreement dated
June 6, 1985 and known as
Trust No. 109809

BY: *[Signature]*
Vice President-Trust Officer

Attest:

[Signature]
Assistant Secretary

MORTGAGEE:

GRIFFIN & GRIFFIN, an
Illinois Partnership

By: *[Signature]*
JOHN J GRIFFIN, Partner



*Griffin & Griffin
39 LaSalle
Chicago IL 60603
#1005*

Office of Cook County Clerk

91218672

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State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that J. Kit Silver, Vice President of LaSalle National Trust N.A., and William H. Dillon, Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they signed, sealed and delivered the said instrument as such officers of said corporation as their free and voluntary act, and the free and voluntary act of said corporation, as Trustee aforesaid, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 8th day of May, 1991.

Vicki How
Notary Public

My commission expires:
12/19/94

frank\mortgage.g&g

Prepared by:
GRIFFIN & GRIFFIN
39 South LaSalle Street
Suite 1005
Chicago, IL 60603
(312) 236-2954

