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\*The First National Bank of Des Plaines as Trustee  
u/t/a dated November 1, 1984 a/k/a Trust #15271527.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, for the purpose and uses set forth herein.

TOGETHER with all rents, issues and profits and leases thereof for so long and during all such times as Mortgagee, its successors and assigns may be entitled thereto, and the tenements, hereditaments, easements and appurtenances.

NOW, THEREFORE, TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Mortgageor herein contained, the Mortgagee does hereby MORTGAGE, GRANT AND CONVEY to the Mortgagee the property legally described on Exhibit A attached hereto located in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, which, with the property hereinafter described, is referred to as the "Premises",

WHEREAS, the Mortgageor and gold cup Transmission, Ltd., an Illinois corporation, ("gold cup") are jointly and severally indebted to Bank of Northern Illinois (the "Mortgagee"), in the principal sum of Four Hundred Eighty Five Thousand and 00/100 Dollars (\$485,000.00), which indebtedness is evidenced by their installment Note of even date herewith ("Note"). The Note is incorporated herein by reference.

THIS MORTGAGE is dated as of this 7th day of May, 1992 by Eric Fields, a/k/a Eric Feldschreiber, a/k/a Eric N. Feldschreiber and Alysa Fields, a/k/a Alysa Feldschreiber, a/k/a Alysa L. Feldschreiber, his wife, (collectively, the "Mortgageor")

WITNESSETH:

MORTGAGE

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THIS DOCUMENT IS BEING RECORDED TO SHOW LAND TRUST.

INV 38928 AM.

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COOK COUNTY RECORDER  
4080 E. \* - 92-360391  
1405100

148888 TRAN 4744 05/22/92 14:25:00  
4080 E \* - 92-360391  
COOK COUNTY RECORDER

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**THIRD: Hazard Insurance:** Mortgagor shall keep all the premises insured against loss or damage by a hazard insurance policy with extended coverage in an amount equal to the full insurable value of the premises and all improvements thereon. Said policy shall name Gold Cup and the Mortgagor as insureds hereunder. Mortgagor shall also provide (i) comprehensive general liability insurance with such limits for personal injury and death and property damage as Mortgagor may, from time to time, require, (ii) rental insurance and (iii) other insurance as reasonably requested by the Mortgagor. All policies of insurance to be furnished hereunder shall be in form, content, and amount and with insurer or insurers satisfactory to Mortgagor, and with the exception of liability insurance, shall contain a standard Mortgage Clause in favor and in form and content satisfactory to the Mortgagor. The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with the Mortgagor and shall contain provision for thirty (30) days notice to the Mortgagor prior to any cancellation thereof. In the event of loss or damage, the Mortgagor shall, after deducting the costs of collection thereof, if any, make the insurance proceeds available to the Mortgagor for repair and restoration, provided: (a) the proceeds are deposited with the Mortgagor; (b) there is no default under the terms of the Note, Mortgage, or any other instrument securing the indebtedness; (c) the insurance carrier does not deny

**SECOND: Preservation and Maintenance of Property:** Mortgagor will abstain from and will not permit the commission of waste on the premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagor in writing of the occurrence of any loss or damage to the premises. Mortgagor shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said premises, or remove the same therefrom, or permit any tenants or other person to do so, without the prior written consent of the Mortgagor. Mortgagor will not permit any portion of the premises to be used for any unlawful purposes. Mortgagor covenants and agrees that in the ownership, operation and management of the premises Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building code, environmental protection and equal opportunity statutes, ordinances, regulations, orders and restrictions.

**FIRST: Payment of Principal and Interest:** Mortgagor and Gold Cup shall pay all principal and interest owing under the Note when due and payable and the Mortgagor shall also pay when due all amounts provided for herein.

MORTGAGOR DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

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FIFTH: Funds for Taxes and Insurance: If requested by Mortgagee, Mortgagor shall pay to Mortgagee, at the times provided, in said Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments that will become due and payable to renew the insurance hereinabove provided; said installments to be substantially equal and to be in such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Mortgagor will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Mortgagee

FOURTH: Charges, Liens: Mortgagor shall pay when due all taxes and assessments that may be levied on said premises, and shall promptly deliver to Mortgagee receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage whether levied against Mortgagor or otherwise.

and payable. amounts payable by Mortgagor to Mortgagee, whether or not then due to the Mortgagee and shall be applied toward the payment of all cases the proceeds of the loss under any policy shall be paid over same character as prior to the damage or destruction. In all other rebuilt are to be of at least equal value and of substantially the and specifications. The building and improvements so restored or Mortgagee's appraisers as to completion in accordance with plans an architect's certificate and certification by one of the the work free and clear of liens; (g) final payment shall be upon shall be at least sufficient to pay for the costs of completion of balance of the said proceeds remaining in the hands of Mortgagee performed from time to time and at all times the undischarged work shall exceed ninety percent (90%) of the value of the work reconstruction. No payment made prior to the final completion of and evidence that there are no liens arising upon the upon an architect's certification as to the cost of the work done disbursement of the proceeds during the reconstruction shall be Mortgagee of the Mortgagor's ability to meet with excess costs; (f) of completion or such other evidence reasonably satisfactory to the shall exceed the proceeds available, Mortgagor shall furnish a bond and specifications; (e) if the estimated costs of reconstruction architect's certification as to such costs and appropriate plans with an estimate of the costs of restoration accompanied by an liability to a named insured; (d) the Mortgagee shall be furnished

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**EIGHTH: Acceleration:** Should a default occur as specified in paragraph eighth herein or in any other instrument or agreement given to secure or further evidence said Note or any other indebtedness secured hereby, which default is not cured within the applicable grace period, or in the event judicial proceedings are instituted to foreclose a lien upon the mortgaged premises or any part thereof, Mortgagee may at any time after such default and expiration of such grace period, and without notice, declare the 10 principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. The commencement of proceedings to foreclose this Mortgage shall, in any event, be deemed such declaration. In addition to any other right or remedy which Mortgagee may now or hereafter have by law,

**SEVENTH: Reimbursement for Mortgage Legal Expenses:** Should Mortgagee incur any cost or expense, including attorneys' fees, in enforcing its rights hereunder or in protecting the premises, or in the event that Mortgagee is made a party to any suit or proceeding by reason of the interest of Mortgagee in the premises, or if Mortgagee institutes proceedings to foreclose the mortgage granted hereunder, Mortgagee shall reimburse Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee in connection therewith, whether or not any legal action is filed. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagee to Mortgagee forthwith on demand, with interest thereon at the default rate under the Note from the date of expenditure.

**SIXTH: Protection of Mortgagee's Security:** If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagee herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagee herein. All reasonable amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagee to Mortgagee forthwith on demand, with interest thereon at the default rate applicable under the Note from the date of expenditure.

shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagee to pay taxes and to maintain insurance as above provided. In the event of any default by Mortgagee, Mortgagee may, at its option but without any obligation on its part so to do, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagee to Mortgagee under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable.

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Appraisal: Mortgages shall have the right and power (a) to foreclose this mortgage by legal action, as provided by Illinois statute and the rule of practice relating thereto; and (b) to enter upon and take possession of said premises with the irrevocable consent of Mortgages as given and evidenced by its execution of this instrument, and as Mortgages in possession, let said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all reasonable charges and expenses deemed by Mortgages to be necessary, on account of the indebtedness secured hereby, Mortgages for itself and any subsequent owner of said premises hereby agreeing to pay to Mortgages in advance a reasonable rent for the premises occupied by it, and in default of so doing hereby agree that it may be disposed of by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispose of any tenant defaulting in the payment of rent to Mortgages or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this mortgage.

NINTH: Application of Proceeds of Foreclosures: Upon a foreclosure sale of said premises or any part thereof, the proceeds of such sale shall be applied in the following order:

- (a) To the payment of all costs of the suit of foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;
- (b) To the payment of all other expenses of Mortgagee incurred in connection with the foreclosure, including all money expended by Mortgagee and all other amounts payable by Mortgagee to Mortgagee hereunder, with interest thereon;
- (c) To the payment of the principal and interest of the indebtedness secured hereby;
- (d) To the payment of the surplus, if any, to Mortgagee or to whomsoever shall be entitled thereto.

TENTH: Waiver of Homestead: Waiver of Redemption: Waiver of Appraisal: Mortgages waives and releases all rights and benefits under and by virtue of the Homestead Exemption Law of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof. MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW ("IMFL")', ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgages hereby waives the benefit of all appraisalment, valuation, stay or extension laws, and any

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REINSTATEMENT RIGHTS (e.g., as under Section 15-1602 of the IMF), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein.

ELVENTH: Receiver, Mortgagee in Possession: Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Mortgagee, place the Mortgagee in possession or appoint a receiver of the mortgaged Premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the mortgaged Premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of said Premises, and to collect the rent, issues and profits of said Premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagee, its successors and assigns, except for the intervention of such mortgagee in possession or 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 said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the costs of management of the property and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums for receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; (c) the deficiency in case of sale and deficiency. Any such proceeding shall in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

TWELFTH: Condemnation: Any and all awards hereafter 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 (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagee to Mortgagee, which award Mortgagee is hereby authorized to collect

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and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittance therefor. Mortgagee covenants and agrees that Mortgagee will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenant thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagee further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagee for any taking, either permanent or temporary, under any such proceeding. Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions; (a) that Mortgagee is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of unavailability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored, or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagee shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagee shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagee and for such purpose may do all necessary acts including using said funds deposited by Mortgagee as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the proceeds shall be paid over to Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagee to Mortgagee, whether or not then due and payable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

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(1) The Mortgagor or Gold Cup fails to pay the principal sum secured hereby, any installment thereof, interest thereon, or any installment thereof, as they severally become due;

EIGHTH: Default: (a) The occurrence of any of the following events or conditions shall constitute a default hereunder ("Event of Default"):

SEVENTH: Warrant and Defense of Title: (a) At the time of the recordation of this instrument, Mortgagor is truly seized of the Premises in fee simple, free of all liens and encumbrances except those in favor of the Mortgagee. Mortgagor will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon said Premises and every part thereof. Mortgagor shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the Premises prior to this Mortgage and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

(b) The representations and warranties made in this paragraph SIXTEEN shall survive: (i) any transfer of all or any portion of the Premises; (ii) the foreclosure of any liens on the Premises by Mortgagee or a third party or the conveyance thereof by deed in lieu of foreclosure; (iii) repayment of the Note; and (iv) all other indicia of the termination of the relationship between Mortgagor and Mortgagee.

under or at the Premises or any part thereof other than petroleum products stored for sale at retail in fully approved licensed and registered storage and dispensing facilities. "Hazardous Material" means any hazardous, toxic, or dangerous waste, substance or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superleak" law, and shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Premises is located, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or environment, including petroleum products, asbestos and including any material or substances that are listed in the United States Department of Transportation Hazardous Material Table, as amended, 49 C.F.R. 172.101, or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. subsections 9601 et seq. or the Resources Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq., or any other applicable governmental law or regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, as now or at any time hereafter in effect.

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(xiii) any event or reportable event occurs which the Mortgagee in good faith determines to constitute grounds for the termination of any employee benefit plan, qualified retirement plan or substantially all of their respective assets without the prior written consent of the Mortgagee;

(xi) there occurs any material uninsured damage or destruction to the Premises;

(x) a notice of lien, levy or assessment is delivered to the Mortgagee or Gold Cup or is filed of record, with respect to the Premises or any part of said parties' assets, by the United States or any department, instrumentality or agency thereof, or by any state, county, municipal or other governmental agency, including without limitation the Pension Benefit Guaranty Corporation;

(ix) a judgment creditor of the Mortgagee or Gold Cup obtains a lien on or possession of any part of said parties' assets or of the Premises by any means, which is not discharged or released within thirty (30) days thereafter;

(viii) the Mortgagee or Gold Cup suffers final judgments for payment of money aggregating in excess of ten percent (10%) of the total balance due the Mortgagee under the Note;

(vii) any financial statement of any type, previously submitted to the Mortgagee in connection with its agreement to make the aforesaid loan or submitted thereafter, is materially false, incorrect, or incomplete;

(vi) the Mortgagee or Gold Cup makes an assignment for the benefit of creditors;

(v) a trustee or a receiver shall be appointed for the Mortgagee or Gold Cup for all or any portion of the Premises or a substantial portion of said parties' assets, and such trustee or receiver is not discharged within thirty (30) days thereafter;

(iv) the Mortgagee or Gold Cup shall be unable to pay their respective debts as they become due;

(iii) a petition under the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, is filed by or against the Mortgagee or Gold Cup which is not dismissed within thirty (30) days thereafter;

(ii) the Mortgagee or Gold Cup, as applicable, fails to perform or observe any other term, covenant, or condition in this Mortgage or in any instrument now or hereafter evidencing or securing said indebtedness;

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(c) In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after said foreclosure, upon demand of Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or attorneys, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of the Mortgagee or the then owner of the Premises relating to the ownership, operation and maintenance of the Premises, and may exclude the Mortgagee, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of the Mortgagee, or in its own name as Mortgagee and under the powers herein granted: (1) hold, operate, manage, and control the Premises, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the aforesaid, rents, issues, and profits of the Premises including actions for recovery of rent, actions in forbidding detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagee; (2) cancel or terminate any lease or sublease for any cause or on any ground

(b) Upon the occurrence of an event of Default, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgagee shall additionally have the right to file an action at law on the Note and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

(xiv) the Mortgagee deems itself to be reasonably insecure, which shall mean a good faith belief that the prospect for timely repayment of the Note has been impaired.

and therefor which are not dismissed within thirty (30) days thereafter; or a trustee is appointed to administer any such plan; or other plan maintained for employees of the gold cup or for the appointment of a trustee to administer any such plan; proceedings have been initiated to terminate any such plan or appoint a trustee

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(iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said Premises, to place said Premises, or which may become a lien prior to the lien of this Mortgage; to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the

(ii) to the payment of the operating expenses of the Premises, including reasonable compensation to the Mortgagee or the receiver and its agent or agents, its management or the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(i) to the payment of the operating expenses of the Premises, including reasonable compensation to the Mortgagee or the receiver and its agent or agents, its management or the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized; (d) Any avals, rents, issues and profits of the Premises received by the Mortgagee after having possession of the Premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents and Lease shall be applied in payment of or on account of the following, in such order as the Mortgagee (or in case of a receivership, as the court) may determine in its reasonable business judgment:

the separate assignment shall govern. the assignment of rents taken in connection herewith, the provisions of avals, rents, issues, and profits, in the event of a conflict between the provisions of this paragraph and any separate assignment of rents taken in connection herewith, the provisions of the Premises against all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all Premises as to Mortgagee may seem judicious; to insure and reinsure alterations, additions, betterments, and improvements to the necessary or proper repairs, decorating, renewals, replacements, indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all notwithstanding any redemption from sale, discharge of the mortgage the purchaser or purchasers at any foreclosure sale, for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interest in the Premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious; to insure and reinsure the Premises against all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all avals, rents, issues, and profits, in the event of a conflict between the provisions of this paragraph and any separate assignment of rents taken in connection herewith, the provisions of the separate assignment shall govern.

which would entitle Mortgagee to cancel the same; (iii) elect or distribute any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interest in the Premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious; to insure and reinsure the Premises against all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all avals, rents, issues, and profits, in the event of a conflict between the provisions of this paragraph and any separate assignment of rents taken in connection herewith, the provisions of the separate assignment shall govern.

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TWENTY-SECOND: Successors and Assigns Bound: Joint and Several Liability: Captions: All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

TWENTY-FIRST: Remedies Cumulative: Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other rights, remedies or benefits, or of any other rights, remedies, or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.

or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

Mortgagor at: 9401 Golf Road Des Plaines, IL 60016  
Mortgagee at: 1301 Waukegan Road Glenview, IL 60025

TWENTY: Notice: All notices, demands and requests required or permitted to be given to Mortgagor or Mortgagee hereunder or by law shall be deemed delivered when delivered in person or three days after deposit in the United States mail with full postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

NINETEEN: Transfer of Property: If all or any part of the premises is sold, transferred, conveyed, assigned or alienated (which shall include the execution of any form of installment agreement for deed), by Mortgagor without the Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

(v) any overplus or remaining funds to the Mortgagor, its successors, or assigns, as their rights may appear.

(iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; and

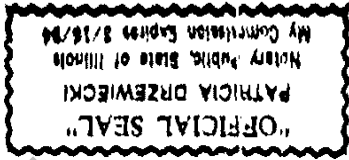
property in such condition as will, in the reasonable judgment of Mortgagee or receiver, make it readily rentable;

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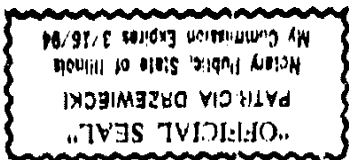
COMMISSION EXPIRES: 3-16-94  
NOTARY PUBLIC  
*Patricia Drzewiecki*

SUBSCRIBED AND SWORN TO before me this 15<sup>th</sup> day of May, 1992.

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

*Alysa Fields*  
Alysa Fields, a/k/a Alysa Feldschreiber  
Feldschreiber, a/k/a Alysa L. Feldschreiber

DEPT-01 RECORDING: \$51.50  
106253 TRAM 99811 07/21/92 14:20:00  
478888 \* -92-534412  
COOK COUNTY RECORDER



COMMISSION EXPIRES: 3-16-94  
NOTARY PUBLIC  
*Patricia Drzewiecki*

SUBSCRIBED AND SWORN TO before me this 15<sup>th</sup> day of May, 1992.

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

*Eric Fields*  
Eric Fields, a/k/a Eric Feldschreiber  
Feldschreiber, a/k/a Eric N. Feldschreiber

TWENTY-THIRD: Gender and Number: All nouns, pronouns and relative terms relating to Mortgagor shall be deemed to be masculine, feminine, or neuter, singular or plural, as the context may indicate.

UNOFFICIAL COPY

0055344112

Property of Cook County

OFFICIAL STATE  
Notary Public, State of Illinois  
Kathleen A. Nevins  
My Commission Expires 9/18/93

COMMISSION EXPIRES:

NOTARY PUBLIC

*[Signature]*  
this day of *[Month]*, 1992.

SUBSCRIBED AND SWORN TO before me

STATE OF ILLINOIS  
COUNTY OF *[County]* SS.

LAND TRUST OFFICER

The First National Bank of Des Plaines as Trustee  
w/v/a dated November 15, 1984 also known as Trustee  
Number 15271527.  
Bank of Des Plaines, either  
affiliated with or on the reverse  
side hereof or attached hereto,  
is expressly made a part hereof.

Executed and delivered by First National Bank of Des Plaines, not  
in its individual capacity, but solely in its capacity herein described,  
for the purpose of binding the herein described property, and it is  
expressly understood and agreed by the parties hereto, anything herein  
to the contrary notwithstanding, that each and all of the said parties  
do hereby agree to the herein terms, are well advised and understand  
and agree to the herein terms, and are not under any legal obligation  
to do so. In witness whereof, I have hereunto set my hand and the seal  
of my office in the County of *[County]*, State of Illinois, this *[Date]*  
day of *[Month]*, 1992.

# UNOFFICIAL COPY

15

92534413

92534413

Property of Cook County Clerk's Office

92-1097.2/ajh  
5/5/92

MURRAY L. MANUS  
RICHARDS, RALPH, EIDEN,  
ECKERT & O'DONNELL, CHTD.  
175 E. HAWTHORN PARKWAY, #401  
VERNON HILLS, IL 60061  
708/367-2750



THIS MORTGAGE WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

9 2 3 3 8 3 9 1



# UNOFFICIAL COPY

16

1000000000

62004112

Property of Cook County Clerk's Office

92-1097.2/afh  
5/5/92

Permanent Index Number: 09-15-100-007  
Commonly known as: 9401 Golf Road  
Des Plaines, Illinois

THE EAST 200.05 FEET OF THE NORTH 175.05 FEET OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE WEST 17 FEET (AS MEASURED AT RIGHT ANGLES) OF THE EAST 50 FEET (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH 25 FEET (AS MEASURED AT RIGHT ANGLES) OF THE NORTH 75 FEET (AS MEASURED AT RIGHT ANGLES) ALL IN COOK COUNTY, ILLINOIS.

Legal Description

EXHIBIT A

9 2 3 6 0 3 9 1