

BANK ONE

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**Mortgage, Assignment of Rents,
Security Agreement and Financing Statement**

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made as of July 23

19 92, by

92564736

Initials:

_____, not personally,

but as Trustee under Trust Agreement dated _____, 19 _____ and known as

Trust No. _____

Carl J. Palucki and

_____, a _____ corporation,

_____, a _____ limited partnership.

d/b/a _____, a _____
general partnership or joint venture.

DEPT-61 RECORDINGS \$37.00
T#9999 TRAN 0104 07/31/92 10:44:00
#4188 # 36-92-564736
COOK COUNTY RECORDER

("Mortagor") whose mailing address is

2341 11th Ave., North Riverside, IL 60546

in favor of Bank One, LaGrange ("Mortgagee"), whose mailing address is

8760 W. 159th St., P.O. Box 218, Orland Park, IL 60462

92564736

Mortagor XXXXXXXXXXXXXXXXXXXXXX is justly indebted to the Mortgagee including,
without limitation, the principal sum of Ninety Five Thousand and 00/100 -

Dollars (\$ 95,000.00) as evidenced by a certain PROMISSORY NOTE of even date herewith ("Note"),
made payable to the order of and delivered to the Mortgagee, whereby the obligor promises to pay the Note, late charges, prepayment premiums
(if any) and interest at the rate or rates, all as provided in the Note. The final payment of principal and interest, if not sooner paid, renewed,
modified, extended or renegotiated shall be due on July 23 19 97. All such payments on
account of the indebtedness secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other
sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder in principal.

Mortagor, (i) in order to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums,
if any, fees and expenses, in accordance with the terms, provisions and limitations of this Mortgage and of the Note; (ii) either directly or indirectly
as evidenced by a guaranty of payment of performance executed by the Mortagor or beneficiary of Mortagor and the performance of the
covenants and agreements herein contained by the Mortagor to be performed; (iii) as security for repayment of any and all other liabilities
and obligations of Mortagor or its beneficiary now or hereafter due Mortgagee, whether direct or indirect, absolute or contingent, primary or
secondary, joint or several; and (iv) in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby
acknowledged, Mortagor does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND COVENANT unto the Mortgagee
and its successors and assigns, the following described real estate and all of its present and hereafter acquired estate, right, title and interest
therein, lying and being in the County of

Cook and State of Illinois to wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A"**

Community known as 14613 S. Keystone, Midlothian, IL 60445
which, with the property hereinafter described, is collectively referred to herein as the "Premises."

This Instrument Prepared By: Martha Russo

and Shall be Returned to Bank One, LaGrange

Attn: Edward M. Kearney

P.O. Box 218 - 8760 W. 159th St.

Orland Park, IL 60462

(708) 403-8000

Real Estate Tax I.D. No. 28-10-229-003-0000

*3700
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29. DUE ON SALE OR FURTHER ENCUMBRANCE CLAUSE. In determining whether or not to make the loan secured hereby, Mortgagor examined the credit-worthiness of Mortgagor and/or Mortgagor's beneficiary or guarantors (if applicable), found the same to be acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagor also evaluated the background and experience of Mortgagor and/or its beneficiary or guarantor (if applicable) in owning and operating property such as the Premises, found the same to be acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagor's security for the loan. It is recognized that Mortgagor is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan the security for which is purchased by a party other than the original Mortgagor and/or its beneficiary (if applicable). Mortgagor and/or its beneficiary (if applicable) further recognize that any secondary or junior financing placed upon the Premises, or the beneficial interest of beneficiary in Mortgagor (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagor to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagor come into possession thereof with the intention of selling same; and (d) impair Mortgagor's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagor would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purpose of (i) protecting Mortgagor's security, both of repayment by the Indebtedness and of value of the Premises; (ii) giving Mortgagor the full benefit of its bargain and contract with Mortgagor and/or beneficiary (if applicable) and Mortgagor; (iii) allowing Mortgagor to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest (if applicable) free of subordinate financing liens, beneficiary (if applicable) and Mortgagor agree that if this Paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagor's prior written consent shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

- (a) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial interest or power of direction under the trust agreement with the Mortgagor, if applicable;
- (b) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, (if a corporation) or the corporation which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor, or of any corporation directly or indirectly controlling such beneficiary corporation;
- (c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any general partnership interest of the limited partnership or general partnership (herein called the "Partnership") which is the Mortgagor or the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor;
- (d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling any such Partnership.

Any consent by the Mortgagor, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagor upon a subsequent event of default under this Paragraph.

30. HAZARDOUS MATERIALS. Mortgagor and its beneficiary (for purposes of this paragraph, collectively "Mortgagor") represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, store, manufacture, refine, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Premises or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state or local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. Mortgagor shall (a) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Premises (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of Mortgagor, and (iii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) defend, indemnify and hold harmless Mortgagor, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of Mortgagor, which are based upon or in any way related to such Hazardous Materials, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event Mortgagor is foreclosed, or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Mortgagor free of any and all Hazardous Materials, so that the condition of the Premises shall conform with all applicable federal, state or local laws, ordinances, rules, regulations affecting the Premises. For purposes of this paragraph 30, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous, regulated toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.); and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation. Mortgagor shall secure all permits and approvals and file all notifications required under state and local laws, ordinances and regulations prior to undertaking asbestos abatement activities. The provisions of this paragraph 30 shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagor at common law, and shall survive the transactions contemplated herein.

Initials:

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31. REVOLVING CREDIT. In the event that the box is checked to signify that this Mortgage secures a revolving credit note, this Mortgage shall secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagor, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured hereby may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the Premises, with interest on such disbursements.

32. EXCULPATORY. In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by the Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

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to collapse before two (2) months prior to the date when such premiums become due and payable. No interest shall be allowed or paid to Mortgagor on account of any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the Mortgagor.

3A. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of life and other hazard insurance which in the normal course of business would otherwise be paid by the amount of 25%, then on deposit with the Mortgagor shall deposit with the Mortgagor such sum equal to the first day of each month allowing him in which to make payment of such amounts, if any, then on deposit with the Mortgagor shall deposit with the Mortgagor such sum equal to the amount of 25% of the monthly premium due and payable on such policies reduced by the amount of 25%, then on deposit with the Mortgagor shall deposit with the Mortgagor such sum equal to the monthly premium due and payable on such policies reduced by the amount of 25%, divided by the number of months in the next twelve months.

If any such taxes or assessments (general or special) shall be levied, charged, assessed, imposed upon or for the premises, or any portion thereof, and if such taxes or assessments shall also be a heavy charge, assessment, imposition or imposition of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and Morganag shall have the right to appropriate any such taxes or assessments for the purpose of such collection.

Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such rates or assessments (general or special) or any installment thereof, Mortgagor will not later than the tenth (10th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagor the full amount of any such deficiency.

3. TAX DEPOSITS. Unless otherwise agreed to by Mortgagor, a sum equal to the amount of such taxes due to be based upon the real estate less and assessments of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disturbance occurs or to the date when such taxes and assessments will become due and payable. Such deposits are to be held before two months prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any alienation or payment of interest to Mortgagor, but are to be used first to pay any taxes or assessments due and payable when such taxes and assessments are delinquent. If the funds so deposited are insufficient to pay any taxes or assessments due and payable, the mortgagee shall, within ten (10) days after receipt of demand therefor from the mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special); until all the funds so deposited exceed the amount required to pay such taxes and assessments. Such deposits shall be applied on a subsequent defasement if other funds of the Mortgagee are applied to the loan.

2. PAYMENT OF TAXES. Mortgagor shall pay all general taxes bearing on the property or interest attached, and shall pay special taxes, special assessments, water service charges, sewer service charges, any penalty or premium for insurance, any penalties or taxes bearing on the property or interest attached, and shall other charges against the date of payment. Mortgagor shall pay in full, upon written request, damages arising from the nature of whatsoever when due, and shall, upon written request, furnish to Mortgagor duplicate records held within thirty (30) days following the date of payment. Mortgagor may desire to contest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest, in the manner provided by law.

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC.; MAGAIGER'S LIABILITY
The same character or repair to such damage or restoration, without regard to the availability of adequate funds to meet the expenses of maintenance or domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other claims for labor due to the tenant hereof (collectively called "Liens"); (d) immediately pay when due any indebtedness which may be secured by a lien on the rights of the lessee in the next Paragraph below; (e) furnish such subsistence as may be permitted hereunder and upon request exhibit satisfactorily to the lessor any improvements made by the tenant to the Premises upon the lessor's request; (f) complete within a reasonable time any building(s) or other improvement(s) now or then in process of erection or such alteration, addition or repair as may be required by law, regulation, or ordinance; (g) make no alterations in the Premises without written consent; (h) suffer permit or charge in the general nature of the occupancy of the Premises without Magaiger's prior written consent; (i) agree to and comply with all conditions and requirements of record with respect to the Premises and the leasehold estate; (j) pay each term of indebtedness secured by the term of lease or by any other instrument or contract for the use of the Premises; and (k) pay each term of indebtedness secured by the term of lease or by any other instrument or contract for the use of the Premises.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the Premises unto the Mortgagor and his successors and assigns forever; for the purpose and uses herein set forth.

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deposited, accompanied by the bills for such taxes, assessments or insurance premiums. Mortgagor shall not be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

5. INSURANCE. Mortgagor shall keep all buildings and improvements and the Collateral (defined in Paragraph 27 below) now or hereafter situated on said Premises insured against loss or damage by fire on a so-called "All Risks" basis and against such other hazards as may reasonable be required by Mortgagee, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance whenever in the opinion of Mortgagee such protection is necessary; and (b) flood insurance whenever same is available and, in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide insurance coverages with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all original policies, including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard non-contributory mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure of the lien Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be.

Within ninety (90) days following the end of each fiscal year of Mortgagor, at the request of the Mortgagee, Mortgagor agrees to furnish evidence of replacement cost, without cost to the Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building(s) and other improvement(s) on the Premises.

6. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE. In case of the loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance monies. So long as: (a) each lease applicable to the premises is in full force and effect and each tenant thereunder is not in default and such loss or damage shall not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to terminate or cancel its lease; (b) no insurer denies liability as to any insured or claims any right of participation in any of the Mortgagee's security; and (c) this Mortgage is not in default; then such insurance proceeds, after deducting therefrom any expense incurred by Mortgagee in the collection thereof, shall be made available by the Mortgagee to the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In all other cases, such insurance proceeds may, at the option of the Mortgagee, be: (a) applied in reduction of the Indebtedness, whether due or not; or (b) held by the Mortgagee and used to reimburse Mortgagor (or any lessee) for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In any event, the building(s) and other improvement(s) shall be repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the insurance proceeds are made available for repair, rebuilding or restoration, such proceeds shall be disbursed upon the "Disbursing party" (hereinafter defined) being furnished with satisfactory evidence of the cost of completion thereof and with architects' certificates, waivers or lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety per cent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), then the Mortgagee must approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, shall at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party.

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As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagee and/or any title insurance company selected by the Mortgagee.

7. STAMP TAX; EFFECT OF CHANGES IN LAWS REGARDING TAXATION. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect to the Note or this Mortgage, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

In the event of the enactment of any law of the state in which the Premises are located imposing, upon the Mortgagee the payment of the whole or any part of taxes, assessments or charges on the lien of this Mortgage, 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, then, and in any such event, the 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: (i) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

8. OBSERVANCE OF LEASE ASSIGNMENT. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Mortgagor and its beneficiary or beneficiaries do hereby assign to the Mortgagee all of their right, title and interest as landlords in and to the present leases and all future leases of the Premises. All leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenant(s).

Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagee's prior written consent: (i) execute assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness in favor of Mortgagee; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.

Mortgagor shall not and the beneficiary of Mortgagor, if any, shall nor enter into or permit to be entered into any management contract, assignment or sublease of any lease, license or concession pertaining to the Premises without the prior written approval of Mortgagee having first been obtained and following such approval shall not amend or modify the same without further written approval of Mortgagee.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully 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 to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions, and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

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28. LINE FOR LOAN COMMISSIONS, SERVICE CHARGES AND THE LIKE. So long as the original mortgagee or more of the Note, and regardless of whether any proceeds of the loan have been disbursed, this Note gauges also secures the payment of all loan commissions, service charges, fees to its attorney (including legal expenses and advances due to incurred by the Noteholder), liquidated damages, expenses and advances in connection with the application of the Note, and accepted by, one or more of the Noteholders, a beneficiary, all in accordance with the terms of the Note.

If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgaggee prior to such sale and shall require as a condition of such sale that the Purchaser specifically consent to assume the Mortgaggees obligations as to the security interests herein granted and to execute a deposit affidavit describing the deposits held in Paragraph 4 above.

The Margagaga and Morgagaga agree, to the extent permitted by law, that this instrument, upon recording or registration in the real estate records of the paper office, shall constitute a title to the meaning of Sections 9-113 and 9-402 of the Code.

a signed statement setting forth the amount or, if the indebtedness is not any default, offset or defense then is alleged to exist against the indebtedness and, in so, specifying the nature thereof.

261. **Answers of previous years**, when written in plain English, include the successive steps and conclusions of the original mortgagee.

Mortgagor; and the two successors, grantees, assigns, each subsequent owner or owners of the Premises and the two successors, grantees, assigns, each subsequent owner or owners of the Premises, shall include all such persons and all persons primarily and secondarily liable for the payment of Mortgagor, whether or not such persons shall have executed the Note or this Mortgage and shall also include any beneficiary of Mortgagor, direct or indirect.

25. BUSINESS PURPOSES: USURY EXEMPTION. Mortgagor hereby represents, all applicable Mortgagor has been advised by its beneficiaries; that the principal object of this loan is to secure a business loan which is purview and operation of said paragrap

24. FILING AND RECORDING CHARGES AND TAXES. Mortgagor will pay all filing fees and expenses incident to the execution and acknowledgement of this Note, taxes, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording and enforcement of this Note, other taxes and all assignments thereof.

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At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorney to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attorneyment.

Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents or Leases executed pursuant to this Paragraph 8, or otherwise, shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

9. MORTGAGOR AND LIEN NOT RELEASED. From time to time Mortgagee may, at the Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, its beneficiary, or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes of the Note; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises or Declaration of Condominium as to the Premises (in whole or in part); (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing w/ Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorney's fees (including in-house staff) as may be incurred by Mortgagee for any action described in this Paragraph 9 taken at the request of Mortgagor or its beneficiary or beneficiaries.

10. MORTGAGEE'S PERFORMANCE OF DEFOLTED ACTS. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee in regard to protecting the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

11. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any computer or billing service, bill, statement or estimate procured from the appropriate public office or title company 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; or (b) for the purchase, discharge, compromise settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

12. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT. If: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof; or (b) the Mortgagor or any beneficiary thereof or any guarantor of the Note shall file (i) a petition for liquidation, reorganization or adjustment of debt under Title 11 of the United States Code (11 U.S.C. SS 101 et seq.) or any similar law state or federal, whether now or hereafter existing, or (ii) any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) any order for relief of the Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or any guarantor or the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceedings for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent the appointment of a receiver or trustee or liquidator of all or any major part of its property; (e) default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor or its beneficiary; (f) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in the Note or any guarantor thereof or in any other instrument given at any time to secure the payment of the Note; then and in any such event, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth herein, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

13. FORECLOSURE; EXPENSE OF LITIGATION. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien herein for such Indebtedness or part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order or judgement for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee including, without limitation, expenditures for attorney's fees, including those of in house counsel, 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 said order or judgement) of procuring all such abstracts or title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgement the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature in this Paragraph mentioned and such expenses and fees and expenses as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the sole judgement of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding.

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23.2. If Morragar fails to furnish Promissory Note report required by Paragraph 23.1, the Morragager may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Morragager and to seize all bank accounts which in any way pertain to the Promises made or the statement of claims which Morragager takes to produce and deliver. Such audit shall be made and such statement of claims shall be prepared by an independent Certified Public Accountant to be selected by the Morragager. Morragager shall pay all expenses of the audit and payable with interest at the rate set forth in the Note except those which are applicable to a period when default exists thereunder.

22.1 Mortgagor conveys title to the mortgagee, within ninety (90) days following the end of every fiscal year applicable to the operation of the Premises, a copy of a report of the operations of the Premises for the year then ended, to be certified by the Mortgagor or, if the beneficiary for a general partner, if the beneficiary of a corporation, to the trustee of the Mortgagor's interest in such corporation, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Each such certificate to attach such annual report shall certify that the certifying party examined such records as were deemed necessary for such certification and those statements are true, correct and complete.

banalities or penalties from time to time to keep and maintain books and records of account in which full, true and correct entries shall be made of all dealings and transactions relating to the premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the manager and to other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

good and available to the party interpreting same in an action at law upon the Note.

21. WAIVER OF DEFENSE. No provision of the lease or of any provision hereof shall be subject to any defense which would be based upon any notice given by either party hereto in writing designating a place, office, address, shall constitute service of notice hereunder.

19. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGE OR OLD DEBTORS. Notwithstanding any provision of the Note or any other instrument, the mortgagee and the mortgagor shall be relieved of all liability under the Note and upon payment in full of the principal amount and interest due thereon, the Note and all other instruments shall be discharged and delivered to the mortgagor.

In our opinion, the mortgagee may elect to apply his proceeds of the award upon us in accordance with plans and specifications to be submitted to us and make those proceeds available for repair, restoration or replacement of the premises in accordance with plans and specifications to be submitted to us, or approved by the mortgagee, in case where the award is payable for repair, rebuilding or restoration of the premises due to damage or loss caused by fire, accident, or other causes.

16. EMINENT DOMAIN AND/OR CONDEMNATION: Notwithstanding anything to the contrary contained in any of the foregoing, the entire proceeds of any condemnation awards, rents or damages arising from the taking of any property by any governmental unit or agency, or by any other person or entity, shall be applied to the payment of expenses incurred in the collection of the amount awarded, after deducting the amount of any expenses incurred in the preparation, rebuilding or restoration of the property taken.

17. MORTGAGEE'S RIGHT TO INSPECTION Mortgagor, its successors and assigns shall be permitted for inspection of all reasonable time and access where it is necessary to inspect the Premises at all reasonable times and access where it is necessary to inspect the Premises for the purpose of ascertaining the condition of the Premises.

16. RIGHTS CUMULATIVE. Each right, power and remedy conferred upon the Mortgagor by law and in equity is cumulative and in addition to every other right, power and remedy or securing the indebtedness and by all other documents evidencing and confirming the indebtedness and remedy counteracted upon the Mortgagor by this mortgage and by any other power or remedy available to him under the laws of this state or under the laws of the United States or under any other law or statute or under any other instrument or agreement or contract or otherwise.

or in part of; (a) the indebtednesses secured hereby or by any order or judgment forcing the payment of such indebtedness, or (b) the deficiency in case of a sale and deficiency.

15. APPROPRIATION OF RECEIVER OR MORTGAGEE IN POSSESSION. Upon, or at any time after, the commencement of an action to foreclose this mortgagee, the court in which such action was commenced may, upon request of the mortgagor, appoint a receiver of the premises either before or

10 a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

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"EXHIBIT A"

LOT 33 IN BLOCK 30 IN MANUS MIDLOTHIAN PARK, A SUBDIVISION OF THE NORTHEAST
1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #28-10-229-003-0000
Address: 14613 S. Keystone, Midlothian, IL

Property of Cook County Clerk's Office

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