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THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE NOTARY DATE ON THE ORIGINAL CONSENT RECORDED AS DOCUMENT NO. 92073964 ON FEBRUARY 5, 1992 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

CONSENT OF FIRST MORTGAGE HOLDER TO SECOND MORTGAGE

92641378

Fidelity Mutual Life Insurance Company, in its capacity as Mortgagee under First Mortgage dated as of December 4, 1986, as modified by a Modification Agreement dated as of September 28, 1987, by its execution hereinbelow, hereby consents to, agrees with and acknowledges all of the foregoing, including without limitation that the execution, delivery and performance of the Junior Mortgage and all related instruments and documents shall not constitute an Event of Default or similar event under the First Mortgage.

Dated this 10th day of August, 1992.

FIDELITY MUTUAL LIFE INSURANCE COMPANY

By: [Signature]

Its: Vice President

State of: Pennsylvania

County of: Delaware

DEPT-01 RECORDING \$43.00
T42222 TRAN 7263 08/28/92 14:53:00
#3383 # *-92-641378
COOK COUNTY RECORDER

I, Wendy Middleton Toner, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Anthony R. Palakou, personally known to me to be the same person(s) whose name(s) he subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act, for the purposes therein set forth.

Given under my hand and seal this August 10, 1992.

Wendy Middleton Toner
NOTARY PUBLIC

DEPT-01 RECORDING \$0.50
T42222 TRAN 7264 08/28/92 14:54:00
#3384 # *-92-641378
COOK COUNTY RECORDER

My commission expires 5-8-93, 1993.

NOTARIAL SEAL
WENDY MIDDLETON TONER, Notary Public
Radnor Township, Delaware County
My Commission Expires May 8, 1993



RETURN TO:
THE NORTHERN TRUST COMPANY
50 SOUTH LA SALLE STREET
CHICAGO, IL 60675

RETURN TO:
THE NORTHERN TRUST COMPANY
50 SOUTH LA SALLE STREET
CHICAGO, IL 60675

JOHN F. DEFENER 113-09

92641378

43.00

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PROPERTY

Property of Cook County Clerk's Office

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(a) Mortgagor shall, if hereinafter required by Mortgagee, deposit with Mortgagee on the first day of each and every month, commencing with the date the first payment of interest or principal and interest shall become due on the Indebtedness Secured Hereby, an amount equal to:

(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are due and payable, plus

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable;

provided that the amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable; and all Taxes and Insurance Deposits shall be held by Mortgagee without any allowance of interest thereon.

(b) The aggregate of the monthly Tax and Insurance Deposits, together with monthly payments of interest or principal and interest payable on the Note shall be paid in a single payment each month, to be applied prior to default to the following items in the order stated:

- (i) Taxes and insurance premiums;
- (ii) Indebtedness Hereby Secured other than principal and interest on the Note;
- (iii) Interest on the Note;
- (iv) The principal balance of the Note.

(c) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the insurance premiums and Taxes or will, upon the presentation of receipted bills therefor, reimburse Mortgagor for such payments made by Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. If the total of such Tax and Insurance Deposits exceeds the amount required to pay the Taxes and insurance premiums, such excess shall be credited on subsequent payments to be made for such Tax and Insurance Deposits.

(d) In the event of a default in any of the provisions contained herein or in the Note, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, shall be held by Mortgagee to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

(e) Notwithstanding anything herein to the contrary, Mortgagee or its loan servicing agent (if any), or their successors and assigns, shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless Mortgagor, while no default exists hereunder, shall have requested Mortgagee in writing to make application of the Tax and Insurance Deposits on hand to the payment of the particular Taxes or insurance premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

9. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any damage to or destruction of the Premises, and

(a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and

adjust any claim under such policies without the consent of Mortgagor and Mortgagor hereby agrees that Mortgagee shall have no liability to Mortgagor related to such adjustment except for Mortgagee's willful misconduct; or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case Mortgagee shall, and is hereby authorized to, collect and give a receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was before the occurrence of the Insured Casualty and adequately securing the outstanding balance of the Indebtedness Hereby Secured, then, if no Event of Default, as defined in Section 22 of this Mortgage, or any event that with notice or passage of time or both would become an Event of Default shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing, or rebuilding the Premises or part thereof subject to Insured Casualty, as provided for in Section 11 hereof; and Mortgagor hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing, or rebuilding; provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing, or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in subsection (b) of this Section 9, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect; provided, however, that such application of proceeds shall not be considered a voluntary prepayment of the Note that would require the payment of any prepayment premium or penalty.

(d) In the event that proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing, or rebuilding of the Premises, Mortgagor hereby covenants to restore, repair, replace, or rebuild the same, to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

10. Condemnation. Mortgagor hereby assigns, transfers, and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not, or require Mortgagor to restore or rebuild the Premises, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of such rebuilding or restoring. If, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was before the condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, and if no Event of Default, or event that with notice or passage of time or both would become an Event of Default, has occurred and be then continuing, the award shall be used to reimburse Mortgagor for the cost of restoration and rebuilding, as provided in Section 10 hereof.

11. Disbursement of Insurance Proceeds or Condemnation Award. In the event Mortgagor is entitled to reimbursement out of insurance proceeds or condemnation award held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement, and rebuilding, (ii) funds for assurances satisfactory to Mortgagee that such funds are available, sufficient in addition to the proceeds of insurance to complete the proposed restoration, repair, replacement, and rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats or survey, and such other evidences of cost, payment, and performance as Mortgagee may reasonably require and approve; and Mortgagee may require that all plans and specifications for such restoration, repair, replacement, and rebuilding be submitted to and approved by Mortgagee before commencement of work. No payment made before the final completion of the restoration, repair, replacement, and rebuilding shall

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exceed ninety (90%) percent of the value of the work performed from time to time (provided that if funds are available, the balance of the value of the work performed shall be paid upon final completion); funds other than insurance proceeds or condemnation awards shall be disbursed prior to disbursement of such proceeds; and at all times the undischarged balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of Mortgagee to pay for the cost of completion of the restoration, repair, replacement, or rebuilding, free and clear of all liens or claims for lien. Any surplus that may remain out of insurance proceeds or condemnation awards held by Mortgagee after payment of such costs of restoration, repair, replacement, or rebuilding shall, at the option of Mortgagee, be applied on account of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not, or be paid to any other party entitled thereto. No interest shall be allowed to Mortgagor on account of any insurance proceeds, condemnation awards, or other funds held by Mortgagee.

12. **Hazardous Waste.** (a) Neither Mortgagor nor any other person has ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under or at the Premises or the real estate comprising part of the Premises or any part thereof or any other real property legally or beneficially owned (or any interest or estate in which is owned) by Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned in whole or in part, by Mortgagor, and neither the Premises nor said real estate, nor any part of either thereof, has ever been used whether by Mortgagor or by any other person) as a dump site or storage (whether permanent or temporary) site for any Hazardous Material. (b) Mortgagor hereby indemnifies Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred, or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging, or release from, the Premises or the said real estate of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, an so-called "Superfund" or "Superlien" law, or any other Federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material), regardless of whether or not caused by, or within the control of, Mortgagor. (c) For purposes of this Mortgage, "Hazardous Material" means and includes asbestos, together with any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.

13. **Stamp Tax.** If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagor or the Premises, any tax is used or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by such law.

14. **Prepayment Privilege.** Mortgagor may prepay all or any portion of the unpaid principal balance of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Note or any loan agreement under which the indebtedness evidenced by the Note has been incurred, but not otherwise.

15. **Effect of Extensions of Time and Amendments on Junior Liens and Others.** If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor (or for any part thereof), or interested in the Premises, shall be held to assent to such extension, variation, or release; and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation, or release. Any person, firm, or corporation taking a junior mortgage or other lien upon the Premises or any interest therein shall take the said lien subject to the rights of Mortgagee to amend, modify, and supplement this Mortgage or the Note and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien

and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

16. **Mortgagor's Performance of Mortgagor's Obligations.** In case of default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during any period of redemption may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on any prior encumbrances and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, rehabilitation, furnishing, and equipping of the improvements upon the Premises and rent, operate, and manage the Premises and such improvements and pay operating costs and expenses, including without limitation management fees, of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing, and equipping or to rent, operate, and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvements operational and usable for its intended purpose, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the post-maturity interest rate set out in the Note. 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. Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement, or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof; (b) for the purchase, discharge, compromise, or 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; or (c) in connection with the completion of construction, rehabilitation, furnishing, or equipping of the improvements or the rental, operation, or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts herefor as Mortgagee may deem appropriate or may perform the same itself.

17. **Inspection of Premises and Records.** Mortgagee shall have the right to inspect the Premises and all books, records, and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

18. **Financial Statements.** If required by Mortgagee, Mortgagor will, within ninety (90) days after the end of each fiscal year of Mortgagor, furnish to Mortgagee financial statements of Mortgagor or any beneficiary of Mortgagor (if Mortgagor is a trustee) and financial and operating statements of the Premises for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, all in reasonable detail. Such financial and operating statements shall be prepared and certified at the expense of Mortgagor in such manner as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagor, require that the financial statements be prepared and certified, pursuant to audit, by a firm of certified public accountants satisfactory to Mortgagee.

19. **Assignment of Leases, Rents, and Contracts.** Mortgagor hereby bargains, sells, transfers, assigns, conveys, and delivers to Mortgagee all of Mortgagor's right, title, and interest in all rents, issues, and profits of the Premises, as further security for the payment of the Indebtedness Hereby Secured. This assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to Mortgagor in writing that an Event of Default or an event that with notice or passage of time or both might become an Event of Default has occurred under the terms and conditions of this Mortgage (a "Notice"), Mortgagor may receive, collect and enjoy the rents, income, and profits accruing from the Premises.

If any Event of Default or event that with notice or passage of time or both might become an Event of Default occurs hereunder, at its option, Mortgagee may after service of a Notice, receive and collect all such rents, income, and profits as they

become due from the Premises and under any and all leases of all or any part of the Premises, Mortgagee shall thereafter cause to receive and collect all such rents, income, and profits, insofar as such default or default shall exist, and during the pendency of any foreclosure proceedings, and if there is a default, during any redemption period.

Mortgagee hereby appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution and with full power for Mortgagee to receive and collect the service of a Notice to demand, collect, receive, and give complete acquittance for any and all rents, income, and profits accruing from the Premises, and at Mortgagee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Mortgagee or otherwise, that Mortgagee may deem necessary, or desirable in order to collect and enforce the payment of the rents, income, and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Mortgagee pursuant to the leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Mortgagee in respect of all payments so made.

From and after the service of a Notice, Mortgagee is hereby vested with full power to use all measures, legal and equitable, it may deem necessary or proper to enforce this assignment and, including the right of Mortgagee to enter upon the Premises, to possess, to collect the rents, income, and profits assigned hereunder, in the Premises, and of any indebtedness, hereby Security, Mortgagee shall be under no obligation to exercise or protect any of the rights or claims assigned to it hereunder or to perform, or carry out any of the obligations of the lessor under any of the leases and does not assume any of the liabilities in connection with or arising out of the covenants and agreements of Mortgagee in the leases. This assignment shall not operate to place responsibility for the control, care, management, or repair of the Premises, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the leases, for any waste of the Premises by any lessee under any of the leases or any other person, for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss, injury, or death to any lessee, licensee, employee, or stranger.

Mortgagee will, from time to time after Notice upon Mortgagee's demand, execute, and deliver or cause to be executed further agreements evidencing the willingness to comply and its compliance with the provisions of this paragraph. Mortgagee shall pay all expenses incurred by Mortgagee in connection with the recording of any such agreement.

The assignment contained in this Section is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagee, nor shall this assignment impose any obligation on Mortgagee to perform any provision of any contract pertaining to the Premises or any responsibility for the non-performance thereof by Mortgagee or any other person. The assignment, under this Section is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and mortgage of Mortgagee in the Premises, Mortgagee shall have the right to exercise any rights under this Section before, together with, or after exercising any other rights under the mortgage. Nothing herein shall be deemed to obligate Mortgagee to perform or discharge any obligation, duty, or inability of Mortgagee under this assignment, and Mortgagee shall and does hereby indemnify and hold Mortgagee harmless from any and all cost (including without limitation reasonable attorney's fees and legal expenses), liability, loss, or damage which Mortgagee may or might incur by reason of this assignment; and any and all cost, liability, loss, or damage incurred by Mortgagee, including reasonable attorney's fees, incurred by Mortgagee in the defense of any claim or demands therefor (whether successful or not) shall be so much additional money due to Mortgagee as such cost, liability, loss, or damage may be held as part of a type which is the subject of a recorded market or in a sale, and if the Collateral is of a type customarily sold in a recorded market or is of a type which is the subject of a widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part

Indebtedness Hereby Secured, and Mortgagee shall reimburse Mortgagee therefor on demand, together with interest at the post-mortem interest rate set forth in the Note from the date of demand to the date of payment.

20. Illinois Uniform Commercial Code. This Mortgage constitutes a security agreement under the Uniform Commercial Code of Illinois (herein called the "Code") with respect to any part of the Premises which may or hereafter be or be deemed to be personal property, fixtures, or property other than real estate (all for the purposes of this Section 20 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully, and to the same extent as to any other property comprising the Premises; and the following provisions of this Section 20 shall not limit the generally or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Mortgagee (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges, or encumbrances.

(b) The Collateral is to be used by Mortgagee solely for business purposes, being installed upon the Premises for Mortgagee's own use or as the equipment and furnishings furnished by Mortgagee, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the real estate comprised within the Premises, and will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code) or any other person, and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are Mortgagee, Mortgagee, and permitted tenants and users thereof.

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then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to be immediately due and payable, whether or not such default is immediately proceeded to foreclose this Mortgage or to exercise any

(1) If the Premises shall be abandoned:

- (a) If default shall continue for ten (10) days after written notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or conditions herein; or
(b) If default shall continue for ten (10) days after written notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or conditions herein; or
(c) If the Premises shall be abandoned:

(a) If Mortgagee is a partnership or joint venture, or if any beneficiary of a trustee mortgagee is a partnership or joint venture, then if any partner or joint venture in such partnership or joint venture shall create, effect, or consent to or suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest or joint venture interest, as the case may be, of such partnership or joint venture in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance, or alienation of law, indirectly, voluntarily or involuntarily, by operation of law, or otherwise; provided that the foregoing provisions of this Section 21 shall not apply to (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, (iii) any transfer of the Premises, or part thereof, or interest therein, or any beneficial interest, or share of stock or partnership or joint venture interest, as the case may be, in Mortgagee or any beneficiary

(b) Within thirty (30) days after the filing against Mortgagee of any involuntary proceeding under the federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed, or

(c) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(d) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(e) Any default shall occur under any loan agreement relating to the Note, or any other document or agreement evidencing the Indebtedness Hereby Secured, including without limitation any loan agreement under which the Indebtedness secured by the Note is incurred, and such default shall continue beyond any applicable period of grace; or

(f) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(g) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(h) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(i) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(j) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(k) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(l) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(m) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(n) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(o) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(p) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(g) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in this Section 20 shall, unless the context otherwise requires, have the meaning and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(e) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage, which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagee (Debtor) and Mortgagee (Secured Party) are set forth in Section 9.8 hereof or under Mortgagee's signature hereof. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Mortgagee is the record owner of the Premises.

21. Restrictions on Transfer. It shall be an Event of Default hereunder and the Indebtedness Hereby Secured shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of Mortgagee, any one or more of the following shall occur:

(a) If Mortgagee shall create, effect, consent to, or suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of the Premises or any part thereof, or interest therein, or any sale or other disposition of the Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by new Collateral subject to the first and prior lien hereof of at least equal value and utility;

(b) If Mortgagee is a trustee, then if any beneficiary of Mortgagee shall create, effect, or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of any such shareholder's shares in such corporation; provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this subparagraph 21(c) shall be inapplicable;

(c) If Mortgagee is a partnership or joint venture, or if any beneficiary of a trustee mortgagee is a partnership or joint venture, then if any partner or joint venture in such partnership or joint venture shall create, effect, or consent to or suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest or joint venture interest, as the case may be, of such partnership or joint venture in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance, or alienation of law, indirectly, voluntarily or involuntarily, by operation of law, or otherwise; provided that the foregoing provisions of this Section 21 shall not apply to (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, (iii) any transfer of the Premises, or part thereof, or interest therein, or any beneficial interest, or share of stock or partnership or joint venture interest, as the case may be, in Mortgagee or any beneficiary

(d) If Mortgagee is a partnership or joint venture, or if any beneficiary of a trustee mortgagee is a partnership or joint venture, then if any partner or joint venture in such partnership or joint venture shall create, effect, or consent to or suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in Mortgagee;

(e) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of Mortgagee's property or the Premises, or in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of Mortgagee's property or the Premises in any involuntary proceeding, or any court shall have taken jurisdiction of all or a material part of Mortgagee's property or the Premises, or a receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

(f) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

(g) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

(h) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

(i) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

(j) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

(k) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

(l) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of its property, or the Premises; or

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right, power, or remedy provided by this Mortgage or the Note, or by law or in equity conferred.

23. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues, and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums, and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues, and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

24. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the Indebtedness Hereby Secured or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all costs and expenses that may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs, which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and insurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note, or the Premises, including probate, bankruptcy, and appellate proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor, with interest thereon at the post-maturity rate as set forth in the Note until paid.

25. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien that may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

26. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: *First*, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 24 hereof; *Second*, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; *Third*, to interest remaining unpaid upon the Note; *Fourth*, to the principal remaining unpaid upon the Note; and *Fifth*, any surplus to Mortgagor and its successors or assigns, as their rights may appear.

27. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements as herein provided, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the

balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redeemer may cause the preceding loss clause attached to such casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

28. Waiver. Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption, or extension law or moratorium law now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment, or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Revised Statutes, Chapter 110, paragraphs ~~10-10-1, 10-10-2, and 10-10-3~~ and any statute enacted in replacement or substitution thereof. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power, and remedy as though no such law or laws have been made or enacted.

29. Mortgagee in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

30. Further Assurances. Mortgagor will do, execute, acknowledge, and deliver, all and every further acts, deeds, conveyances, transfers, and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning, and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

31. Mortgagor's Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer, or change of ownership of the Premises, but nothing in this Section 31 shall vary or negate the provisions of Section 24 hereof.

32. Rights Cumulative. Each right, power, and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power, or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power, or remedy accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default or acquiescence therein.

33. Successors and Assigns. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including,

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without limitation, each and every record... of the Premises or any other person having an interest therein...

hereby... of certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below...

- (a) If to Mortgagee: The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675
(Attention: Division Head, South _____);
(b) If to Mortgagor, to the address set forth under Mortgagor's signature hereto.

34. Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

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

39. Joint and Several. If there is more than one Mortgagor, all representations and warranties herein shall be the joint and several representations and warranties of both or all such Mortgagors and all obligations, covenants, agreements, releases, and waivers hereunder shall be the joint and several obligations, covenants, agreements, releases, and waivers of both or all such Mortgagors.

36. Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document evidencing or securing the indebtedness hereby secured or pursuant to which any of the indebtedness hereby secured was incurred.

40. Option to Subordinate. At the option of 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 condemnation) to any and all leases of all or any part of the Premises upon Mortgagee's execution and recording, at any time hereafter, in the Office of the Recorder of Deeds in and for the county or counties wherein the Premises are situated, of a unilateral declaration to that effect.

37. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as constraining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

38. Notices. Except as otherwise specifically provided herein, any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE under Trust Agreement dated November 5, 1986, and known as Trust Number 1089298

22841078

ATTEST:

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be personal warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these payments to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally, By [Signature] ASSISTANT VICE PRESIDENT Attest [Signature] ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as Custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

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OFFICIAL SEAL Sheila Davenport Notary Public, State of Illinois My Commission Expires 10/7/95

Given under my hand and Notarial Seal this 26th day of 1991 [Signature] Notary Public

John R. Stone, Jr. 50 South LaSalle Street Chicago, Illinois 60675

92070554

John R. Stehn, Jr.
60 South LaSalle Street
Chicago, Illinois 60676

This document prepared by

NOTARY PUBLIC

My commission expires 19

Given under my hand and seal this day of 19

and as the free and voluntary act, for the uses and purposes therein set forth.
and severally acknowledged that (he signed and delivered the said instrument as
to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears before me this day in person
personally known
afore said, DO HEREBY CERTIFY that
a Notary Public in and for the County and the State

STATE OF
COUNTY OF
SS:

18-24-202-013-0000
Permanent Real Estate Tax Number:
Address for Notices:

Title:
By:

thereof by registered or certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party here to may by notice in writing designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof:
(a) If to Mortgagee: The Northern Trust Company, 60 South LaSalle Street, Chicago, Illinois 60676
(Attention: Division Head, South
(b) If to Mortgagor, to the address set forth under Mortgagor's signature hereto.
Any such other notice may be served by personal delivery thereof

without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein, and shall inure to the benefit of Mortgagee and its successors and assigns. Any reference in this Mortgage to Mortgagee shall be deemed to include any holder of the Note, whether so expressed or not; and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options, and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder were herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated Mortgagee.
84. Provisions Governing. The unenforceability or invalidity of any provision or provisions hereof shall not render any other pro-

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27. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policy, if not applied in rebuilding or restoring the building or improvements as herein provided, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the

26. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 24 hereof; second, all other items which, under the terms hereof, constitute a debenture hereby secured additional to that evidenced by the Note, with interest upon such items as herein provided; Third, in interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any surplus to Mortgagee and its successors or assigns, as their rights may appear.

25. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises, such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagee at the time of application for such receiver, and without regard to the value of the Premises or whether the same shall be then owned as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption period, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collection of 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 may, from time to time, authorize the receiver to apply the net income from the Premises secured to this Mortgage and the indebtedness hereby secured in his hands in payment in whole or in part of: (a) the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien that may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

24. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the Indebtedness Hereby Secured or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all costs and expenses that may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary evidence, stenographer's charges, and other charges applicable to the payment of Taxes, insurance premiums, and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues, and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

23. Successors and Assigns. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagee and its successors and assigns (including, however, its successors or assigns, as their rights may appear.) upon the Note; and Fifth, any surplus to Mortgagee and its successors or assigns, as their rights may appear.

22. Rights Cumulative. Each right, power, and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing as to be deemed expedient to Mortgagee and the exercise of the benefit of the exercise of one right, power, or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy, or remedy or extension of Mortgagee in the exercise of any right, power, or remedy, or remedy or extension of Mortgagee in the exercise of any right, power, or remedy, or be construed to be a waiver of any detail or recourse therein.

21. Mortgagee's Successors. The event that the ownership of the Premises becomes vested in a person or persons other than Mortgagee, Mortgagee may, without notice to Mortgagee, deal with such successor or successors, in interest of Mortgagee with reference to this Mortgage and the indebtedness hereby secured in the same manner as with Mortgagee. Mortgagee will give immediate written notice to Mortgagee of any conveyance, transfer, or change of ownership of the Premises, but nothing in this Section shall vary or negate the provisions of Section 22 hereof.

20. Further Assurances. Mortgagee will do, execute, acknowledge, and deliver all and every further acts, deeds, contracts, acknowledgments, and assurances necessary or proper, in the sole judgment of Mortgagee, for the better securing, conveying, perfecting, assigning, and confirming unto Mortgagee all property mortgaged hereby or property intended so to be whether now owned by Mortgagee or hereafter acquired.

19. Mortgagee in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

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60 South LaSalle Street
Chicago, Illinois 60619
This document prepared by:

My commission expires 10 95
Given under my hand and seal this December 20, 1987
acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

HERBIE CERTIFY that I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Notary Public in and for the County and the State aforesaid, DO hereby certify that I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

THE NORTHERN TRUST COMPANY, in its capacity as Mortgagee under the Junior Mortgage of record, by its execution herebelow, hereby agrees with, consents to and acknowledges all of the foregoing going.

Chicago, Illinois 60619
60 South LaSalle Street

My commission expires 5-8-1988
NOTARY PUBLIC
WENDY MIDDLETON FOR THE PUBLIC
Notary Public in and for the County and the State aforesaid, DO hereby certify that I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this December 20, 1987
acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

HERBIE CERTIFY that I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Notary Public in and for the County and the State aforesaid, DO hereby certify that I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

State of Illinois
County of DuPage
By: Vice President

By: FIDELITY MUTUAL LIFE INSURANCE COMPANY
DATED THIS 20th day of December, 1987

FIDELITY MUTUAL LIFE INSURANCE COMPANY, in its capacity as Mortgagee under First Mortgage dated as of December 4, 1986, as modified by a Modification Agreement dated as of September 28, 1987, by its execution herebelow, hereby consents to, agrees with and acknowledges all of the foregoing, including without limitation that the execution, delivery and performance of the Junior Mortgage and all related instruments shall not constitute an event of default or similar event under the First Mortgage.

Chicago, Illinois 60619
60 South LaSalle Street

This document prepared by:
My commission expires 10 1987
NOTARY PUBLIC

Given under my hand and seal this December 20, 1987
acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

HERBIE CERTIFY that I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Notary Public in and for the County and the State aforesaid, DO hereby certify that I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that I signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

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11:30 FROM
11-20-1981

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EXHIBIT 9 23604139784

THAT PART OF LOTS 2 AND 3 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 34 NORTH 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT RAILROAD RIGHT OF WAY) TOGETHER WITH EVACUATED WEST 70TH STREET (VACATED BY ORDINANCE RECORDED OCTOBER 17, 1962 AS DOCUMENT 18621028) FALLING WITHIN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 24 AFORESAID 756.17 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 AFORESAID, 33.0 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH ALONG SAID PARALLEL LINE (BEING THE WEST LINE OF THE PROPERTY CONVEYED BY THE DEED RECORDED AS DOCUMENT 10045137) FOR A DISTANCE OF 1295.91 FEET TO THE NORTH LN OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24 AFORESAID; THENCE EAST ALONG SAID NORTH LINE 420.0 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 AFORESAID 410.16 FEET TO A LINE 911.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 AFORESAID; THENCE EAST ALONG SAID PARALLEL LINE 97.0 FEET TO A LINE 1273.17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH ALONG SAID PARALLEL LINE 178.0 FEET TO A LINE 33.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE 517.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Common Address: 7830 West 71st Street, Bridgeview, Illinois 60455

P.I.N. No.: 18-24-302-013-0000

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