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BOX 169

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MORTGAGE

THIS MORTGAGE is executed this 1st day of September, 1991 by Fred Yurk and Judith Yurk, married to each other (hereinafter collectively referred to as the "Mortgagors").

WITNESSETH:

WHEREAS, Mortgagors are indebted to BANK OF NORTHERN ILLINOIS (the "Mortgagee"), in the principal sum of Ninty thousand and 00/100 /100 Dollars (\$ 90,000.00) which indebtedness is evidenced by their Note of even date herewith (the "Note"). Said Note obligates Mortgagors to repay, with interest, the principal amount thereof and provides that the principal balance of the indebtedness and all outstanding interest and charges are due and payable on September 1, 1997. The Note is incorporated herein by reference; and

NOW, THEREFORE, TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Mortgagors herein contained, the Mortgagors do hereby MORTGAGE, GRANT AND CONVEY to the Mortgagee the following described property located in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois:

Lot 13 in Schmidt's Subdivision of that part of Lot 2 in Happ's Subdivision of the South 107 acres of teh Southwest 1/4 of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Lying West of Happ Road and East of the right of way of the Public Service Co. of Northern Illinois, in the Village of Northfield, Cook County, Illinois, According to the Plat thereof recorded in teh Recorder's Office of Cook County, Illinois, on December 26, 1928 as Document No. 10242652.

****NOTE: THIS IS NOT HOMESTEAD PROPERTY****

Commonly known as: 1749 Harding Road, Northfield, IL 60093

P.I.N. Number: 05-19-321-001

which, with the property hereinafter described, is referred to as the "premises",

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Property of Cook County Clerk's Office

COOK COUNTY RECORDER

#6551 # *-92-684128

1#7777 TRMN 3028 09/15/92 14:31:00

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TOGETHER with all buildings and improvements now or hereafter constructed upon said real estate or any part thereof, all heretofore or hereafter vacated alleys and streets abutting said real estate, and all fixtures and equipment located thereon or installed hereafter, said fixtures and equipment being pledged primarily and on a parity with said real estate and which shall be deemed to be part of the real estate to the extent they are permanently affixed thereto;

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

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

MORTGAGORS DO HEREBY COVENANT AND AGREE AS FOLLOWS:

FIRST: Payment of Principal and Interest: Mortgagors shall pay the principal, interest, and all other sums due under the Note in accordance with the terms and provisions thereof and shall pay when due all other amounts provided herein.

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

THIRD: Hazard Insurance: Mortgagors shall keep all the premises insured against loss or damage by fire and the perils covered by extended coverage insurance, and such other risks (including, without limitation, war damage insurance and rent insurance) as may be reasonably required by Mortgagee from time to time. In the absence of any notice being given by Mortgagee, the amount shall be equal to the unpaid balance of all principal

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and accrued interest on the Note or the full replacement value of all buildings and improvements on the premises, whichever is higher. Mortgagors shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may, from time to time, reasonably require. All policies of insurance to be furnished hereunder shall be in form, content, and amount and with insurer or insurers satisfactory to Mortgagee, and with the exception of liability insurance, shall contain a Standard Mortgage Clause in favor and in form and content satisfactory to the Mortgagee. The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days notice to the Mortgagee prior to any cancellation thereof. In the event of loss or damage, the Mortgagee shall, after deducting the costs of collection thereof, if any, make the insurance proceeds available to the Mortgagors for repair and restoration, provided: (a) the proceeds are deposited with the Mortgagee; (b) there is no default under the terms of the Note, Mortgage, or any document evidencing or securing the Note which has not been cured within the applicable grace period; (c) the insurance carrier does not deny liability to a named insured; (d) the Mortgagee shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to such costs and appropriate plans and specifications; (e) if the estimated costs of reconstruction shall exceed the proceeds available, Mortgagors shall furnish a bond of completion or such other evidence reasonably satisfactory to the Mortgagee of the Mortgagors' ability to meet such excess costs; (f) disbursement of the proceeds during the reconstruction shall be upon an architect's certification as to the cost of the work done and evidence that there are no liens arising upon the reconstruction. No payment made prior to the final completion of work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of the said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the costs of completion of the work free and clear of liens; (g) final payment shall be upon an architect's certificate and certification by one of the Mortgagee's appraisers as to completion in accordance with plans and specifications. The building and improvements so restored or rebuilt are to be of at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the proceeds of the loss under any policy shall be paid over to the Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagors to Mortgagee, whether or not then due and payable.

FOURTH: Charges, Liens: Mortgagors shall pay when due all taxes and assessments that may be levied on said premises, and shall promptly deliver to Mortgagee receipts showing payment thereof. Mortgagors shall pay when due all taxes and assessments

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that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage whether levied against Mortgagors or otherwise.

FIFTH: Funds for Taxes and Insurance: If required by Mortgagee, Mortgagors shall pay to Mortgagee, at the times provided in said Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the premises, and installments of the premiums that will become due and payable to renew the insurance hereinabove provided; said installments to be substantially equal and to be in such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Mortgagors will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Nothing herein contained shall in any manner limit the obligation of Mortgagors to pay taxes and to maintain insurance as above provided. In the event of any default by Mortgagors in the payment of the aforesaid insurance premiums, taxes, or assessments, Mortgagee may at its option but without any obligation on its part so to do, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagors to Mortgagee under the Mortgage or any of the other Loan Documents and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable. Notwithstanding the foregoing, Mortgagee agrees that as long as Mortgagors pays all taxes, assessments, and insurance premiums on a timely basis and provides Mortgagee with evidence of same within thirty days of payment, Mortgagee will not require payment of the above sums to be made by Mortgagors to Mortgagee.

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

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

EIGHTH. Acceleration: Should a default occur as specified in paragraph eighteenth herein or in any other instrument given to secure or further evidence the Note, which default is not cured within the applicable grace period, or in the event judicial proceedings are instituted to foreclose a lien upon the mortgaged premises or any part thereof, Mortgagee may at any time after such default and expiration of such grace period, and without notice, declare the principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. The commencement of proceedings to foreclose this Mortgage shall, in any event, be deemed such declaration. In addition to any other right or remedy which Mortgagee may now or hereafter have by law, the Mortgagee shall have the right and power (a) to foreclose this Mortgage by legal action, as provided by Illinois Statute and the rule of practice relating thereto; and (b) to enter upon and take possession of said premises with the irrevocable consent of Mortgagors as given and evidenced by its execution of this instrument, and as Mortgagee in possession, let said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all reasonable charges and expenses deemed by Mortgagee to be necessary, on account of the indebtedness secured hereby, Mortgagors for itself and any subsequent owner of said premises hereby agreeing to pay to Mortgagee in advance a reasonable rent for the premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispossess any tenant defaulting in the payment of rent to Mortgagee or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

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

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(a) To the payment of all costs of the suit of foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;

(b) To the payment of all other expenses of Mortgagee incurred in connection with the foreclosure, including all money expended by Mortgagee and all other amounts payable by Mortgagors to Mortgagee hereunder, with interest thereon at the default rate under the Note;

(c) To the payment of the principal and interest of the indebtedness secured hereby;

(d) To the payment of the surplus, if any, to Mortgagors or to whomsoever shall be entitled thereto.

TENTH: Waiver of Homestead; Waiver of Redemption:
Mortgagors waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof. MORTGAGORS WAIVE ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF MORTGAGORS, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgagors hereby waive the benefit of all appraisement, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein.

ELEVENTH: Receiver, Mortgagee in Possession: Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Mortgagee, place the Mortgagee in possession or appoint a receiver of the mortgaged premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the mortgaged premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of said premises, and to collect the rent, issues and profits of said premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagors, their heirs, personal

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representatives and assigns, except for the intervention of such mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises, during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the costs of management of the property and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums for receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; (c) the deficiency in case of sale and deficiency. Any such proceeding shall in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

TWELFTH: Condemnation: Any and all awards hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagors to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittance therefor. Mortgagors covenants and agrees that Mortgagors will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenant thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagors further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagors for any taking, either permanent or temporary, under any such proceeding. Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions; (a) that Mortgagors are not

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then in default under any of the terms, covenants and conditions hereof, under the Note or under any of the documents given to secure or evidence the Note; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagors shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagors shall fail within a reasonable time, subject to delays beyond their control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagors and for such purpose may do all necessary acts including using said funds deposited by Mortgagors as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the proceeds shall be paid over to Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagors to Mortgagee, whether or not then due and payable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

THIRTEENTH: Business Loans: Mortgagors warrant that the proceeds of the Note secured by the Mortgage will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said section.

FOURTEENTH: Severability: Nothing contained herein or in the Note nor any transaction related thereto, shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagors to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagee to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and

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Mortgagee shall be given a reasonable time to correct any error.

FIFTEENTH: Partial Releases: Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgage or any other security given for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, of any person or entity personally obligated for the indebtedness secured hereby.

SIXTEENTH: Environmental Matters:

(a) The Mortgagors hereby represent and warrant to the Mortgagee that neither the Mortgagors, any of their affiliates or subsidiaries, nor, to the best of the Mortgagors' knowledge, any other person or entity, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the premises or any part thereof, and that the premises has never been used by the Mortgagors, any of their affiliates or subsidiaries, or, to the best of the Mortgagors' knowledge, by any other person or entity, as a temporary or permanent dump or storage site for any Hazardous Material. "Hazardous Material" means 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 of 1980, as amended, 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 on conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) Without limitation on any other provision hereof, the Mortgagors hereby agree jointly and severally, to indemnify and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively "Environmental Laws"): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards of conduct concerning any

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Hazardous Material paid, incurred, suffered by or asserted against the Mortgagee as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of, the Mortgagors: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Material from (A) the premises or any part thereof, or (B) any other real property in which the Mortgagors, or any of their affiliates or subsidiaries holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Mortgagors, or any of their affiliates or subsidiaries); or (ii) any liens against the premises permitted or imposed by any Environmental laws, or any actual or asserted liability or obligations of the Mortgagors, or any of their affiliates or subsidiaries under any Environmental laws, or (iii) any actual or asserted liability or obligations of the Mortgagors, or any of their affiliates or subsidiaries under any Environmental law relating to the premises.

(c) The representations, warranties and indemnity made in this paragraph SIXTEENTH shall survive: (i) the sale, transfer, or conveyance of all or any part of the premises; (ii) the foreclosure of any liens on the premises by the Mortgagee or any third party or the conveyance thereof by deed in lieu of foreclosure; (iii) the repayment of the Note; and (iv) all other indicia of the termination of the relationship between the Mortgagors and Mortgagee.

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

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

(i) the Mortgagors fail to pay the principal sum secured hereby, any installment thereof, interest thereon, or any installment thereof, as they severally become due;

(ii) the Mortgagors fail to perform or observe any other term, covenant, or condition in this Mortgage;

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(iii) an event of default occurs under other instrument evidencing or securing the Note which is not cured within the applicable grace period;

(iv) a petition under the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, is filed by or against either or both of the Mortgagors, or any guarantor of the Note, which is not dismissed within sixty (60) days thereafter;

(v) either or both of the Mortgagors, or any guarantor of the Note are unable to pay their respective debts as they become due;

(vi) a trustee or a receiver is appointed for all or any portion of the premises or for either or both of the Mortgagors, or any guarantor of the Note, for a substantial portion of their respective assets, and such trustee or receiver is not discharged within thirty (30) days thereafter;

(vii) either or both of the Mortgagors, or any guarantor of the Note makes an assignment for the benefit of creditors;

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

(ix) either or both of the Mortgagors suffer final judgments for payment of money aggregating in excess of ten percent of the total balance due the Mortgagee under the Note;

(x) a judgment creditor of the either or both of the Mortgagors, or any guarantor of the Note obtains a lien on or possession of any part of said parties' assets or of the premises by any means, which is not discharged or released within sixty (60) days thereafter;

(xi) a notice of lien, levy or assessment is delivered to either or both of the Mortgagors, or any guarantor of the Note or is filed of record, with respect to the premises or any part of said parties' assets, by the United States or any department, instrumentality or agency thereof, or by any state, county, municipal or other governmental agency, including without limitation the Pension Benefit Guaranty Corporation;

(xii) there occurs any material uninsured damage or destruction to the premises;

(xiii) the guaranty of any guarantor of the Note, at any time after its execution and delivery, ceases to be in full force and effect or is declared null and void for any reason;

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(xiv) either or both of the Mortgagors cease their business operations or sell or otherwise transfer all or substantially all of their assets, and

(xv) any event or reportable event occurs which the Mortgagee in good faith determines to constitute grounds for the termination of any employee benefit plan, qualified retirement plan or other plan maintained for employees of either of the Mortgagors or for the appointment of a trustee to administer any such plan; proceedings have been initiated to terminate any such plan or appoint a trustee therefor which are not dismissed within thirty (30) days thereafter; or a trustee is appointed to administer any such plan.

(f) Upon the occurrence of an Event of Default, Mortgagee shall provide Mortgagors written notice thereof. Unless a greater period is specifically provided, Mortgagors shall have ten (10) days from the date of the notice to cure any such default. In the event the default is not cured, the entire indebtedness secured hereby shall, at the option of the Mortgagee, without further notice to Mortgagors, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statute, in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgagee shall additionally have the right to file an action at law on the Note and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

(c) In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, upon demand of Mortgagee, Mortgagors shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises, or any part thereof, personally or by its agents or attorneys, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of the Mortgagors or the then owner of the premises relating to the ownership, operation and maintenance of the premises, and may exclude the Mortgagors, any guaranters of the Note, and their agents or servants, wholly therefrom and may, as attorney in fact or agent of the Mortgagors, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the premises, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or

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in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagors; (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagors to cancel the same; (iii) elect or disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and the date of issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagors and all persons whose interest in the premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Mortgagee may seem judicious; and (vi) insure and reinsure the premises against all risks incidental to Mortgagee's possession, operation, and management thereof and receive all avails, rents, issues, and profits therefrom.

(d) Any avails, rents, issues and profits of the premises received by the Mortgagee after having possession of the premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or the Assignment of Rents shall be applied in payment of or on account of the following, in such order as the Mortgagee (or in case of a receivership, as the court) may determine in its reasonable business judgment:

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

(ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this

Mortgage;

(iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, to place said property in such condition as will, in the reasonable judgment of Mortgagee or receiver, make it readily rentable;

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

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

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

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

Mortgagors at:

Mortgagee at: 1301 Waukegan Road
Glenview, IL 60025
Attention: Kathy Durand

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

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the date first written above.

Fred Yurk
Fred Yurk
Judith Yurk
Judith Yurk

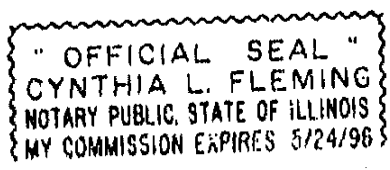
State of Illinois, COOK County ss:

I, CYNTHIA L. FLEMING, a Notary Public in and for said county and state,

do hereby certify that FRED YURK AND JUDITH YURK, HIS WIFE
..... personally known to me to be the same person(s) whose name(s) ARE sub-
scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes
therein set forth.

Given under my hand and official seal, this SEPTEMBER 1 1992

My Commission expires:



Cynthia L. Fleming
Notary Public

92064425

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9 2 5 7 1 2 9

STATE OF ILLINOIS)
) SS.
COUNTY OF)

SUBSCRIBED AND SWORN TO before
me this ____ day of _____,
1991.

NOTARY PUBLIC

COMMISSION EXPIRES:

This mortgage was prepared by and
after recording return to:

Kathy Durand
Bank of Northern Illinois
1301 Waukegan Road
Glenview, IL 60025
708/724-9000

Box 169

91-0128.MTG/ajh
2/25/91 (jh)

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