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MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("Mortgage") made as of the ____ day of October, 1992, from Daniel Dankha, Sargon Dankha, ~~and Sargon Dankha~~, and Dankha Dankha (collectively, the "Mortgagors") having an address of 5526 North Campbell, Chicago, Illinois 60659 to Patrick Flaherty and Eleanor L. Flaherty (collectively, the "Mortgagees"), ~~having an address of~~ 2100 East Touhy, Des Plaines, Illinois 60018. ~~TRAN 1715 11/18/92 11:37:00~~ \$57.50
\$5013 # E *-92-865169

W I T N E S S E T H : COOK COUNTY RECORDER

That to secure (a) the payment of the principal sum of Thirty-Five Thousand Dollars (\$35,000), together with interest thereon, in accordance with the terms of a certain Promissory Note, of even date herewith given by Mortgagors to the Mortgagees (as amended, extended, modified or supplemented, the "Note") and (b) any and all other indebtedness, obligations and liabilities of any kind of the Mortgagors to the Mortgagees, now or hereafter existing, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by the Mortgagors as principal, surety, endorser, guarantor, accommodation party or otherwise, (all of the aforesaid indebtedness and obligations of the Mortgagors being herein called the "Mortgage Indebtedness", and this Mortgage, the Note, and all of the other documents, agreements and instruments between the Mortgagors and the Mortgagees evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness being herein collectively called the "Loan Documents") the Mortgagors do by these presents mortgage, warrant, grant, bargain, remise, release, convey, assign, transfer, pledge, hypothecate, set over and confirm unto the Mortgagees, their successors and assigns, the land, premises and property situate, lying and being in Chicago, County of Cook, State of Illinois, which are described in Exhibit A which is attached hereto and is hereby made a part hereof (herein called the "Site");

TOGETHER with all buildings, improvements, facilities and fixtures of every kind and description now located or hereafter erected or placed on the Site, such fixtures to include but not be limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating and cooling equipment, communication equipment, steam and hot water boilers, gas storage tanks, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, and all furniture and furnishings;

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THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

IN RE: THE ESTATE OF [Name], Deceased
[Name], Plaintiff,
vs.
[Name], Defendant.

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TOGETHER with all building materials and equipment, now or hereafter located on the Site and intended to be incorporated in said building, improvements or facilities;

TOGETHER with all easements, rights of way, licenses, and privileges of the Mortgagors on or with respect to or relating in any way to the Site and the buildings and improvements and facilities thereon;

TOGETHER with minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Site;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof;

TOGETHER with the rents, issues and profits from the Site and the buildings and improvements and facilities thereon under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over unto the Mortgagees including but not limited to, all cash or securities deposited under any such leases to secure performance by the tenants of their obligations thereunder;

TOGETHER with all right, title and interest of the Mortgagors, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the mortgaged premises; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to mortgaged premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the mortgaged premises, (d) any other injury to or decrease in the value of the mortgaged premises or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the mortgaged premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Mortgagees, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagees in connection with the collection of such award or payment. The Mortgagors agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagees to confirm such assignment to the Mortgagees of any such award or payment; and

TO HAVE AND TO HOLD the mortgage premises, and each and every part thereof, unto the Mortgagees and its successors and assigns forever. Any reference herein to the "mortgaged premises" shall,

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF THE COUNTY OF COOK, ILLINOIS

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unless the context shall require otherwise, be deemed to mean and apply to the Site and said buildings, improvements, equipment, fixtures, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interest hereinabove described.

And the Mortgagors hereby covenant and warrant as follows:

1. The Mortgagors will pay the Mortgage Indebtedness and will fully perform all of its covenants, agreements and obligations herein and in the Loan Documents required to be performed, all at the times and in the manner provided in this Mortgage and the Loan Documents.

2. The Mortgagors have good and indefeasible title to the entire mortgaged premises in fee simple and with good right and full power to sell, mortgage and convey the same; the mortgaged premises are free and clear of easements, restrictions, liens, leases and encumbrances, except Permitted Encumbrances (as hereinafter defined); and the Mortgagors will warrant and defend the mortgaged premises against all claims and demands whatsoever. The Mortgagees shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the respective rights of the Mortgagees hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

As used herein "Permitted Encumbrances" means (i) liens for taxes or assessments or governmental charges or levies not yet delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith and have been disclosed in writing to the Mortgagees; (ii) unfiled inchoate mechanics' and materialmen's liens for construction work in progress; (iii) workers', repairmen's, warehousemen's and carriers' liens and other similar liens, if any, arising in the ordinary course of business; (iv) all of the following, if they do not, in the opinion of the Mortgagees, either individually or in the aggregate materially impair the use of the mortgaged premises by the Mortgagors or any lessee, viz: any easements, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and defects in title; (v) any lien for the satisfaction and discharge of which a sum of money deemed adequate by the Mortgagees is on deposit with the Mortgagees; (vi) liens created by or resulting from any litigation or other proceedings (including liens arising out of judgments or awards against the Mortgagors) with respect to which the Mortgagors are in good faith prosecuting an appeal or proceeding for review, if such liens do not, in the opinion of the Mortgagees, either individually or in the aggregate materially impair the use of the mortgaged premises by the Mortgagors or any lessee; (vii) other liens of a nature comparable

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to those described in clauses (i) through (vi) above which do not, in the opinion of the Mortgagees, materially impair the use of the mortgaged premises by the Mortgagors or any lessee; (viii) this Mortgage; and (ix) any liens or encumbrances approved in writing by the Mortgagees as permitted exceptions.

3. The Mortgagors shall pay, before the same become delinquent or subject to interest or penalties, all charges, liens and encumbrances which now are or may hereafter become a lien upon the mortgaged premises or any part thereof, including but not limited to all ground rents, taxes, assessments, insurance premiums and utility rates, and in default thereof the Mortgagees may pay, without demand or notice, any such charges or encumbrances for the account of the Mortgagors, and any such additional sums of money as the Mortgagees may deem to be necessary for the satisfaction thereof, and the Mortgagees shall be the sole judge of the legality or validity thereof and of the amounts necessary to be paid in satisfaction thereof.

4. If requested by the Mortgagees, the Mortgagors shall pay to the Mortgagees, at the times provided in the Note or any other promissory note or notes at any time hereafter issued to evidence all or any portion of the Mortgage Indebtedness for the payment of installments of principal and interest, and in addition thereto, installments of the taxes and assessments levied or to be levied upon the mortgaged premises, and installments of the premiums that will become due and payable to renew the insurance hereinafter provided, said installments to be substantially equal and to be in such amount as will assure to the Mortgagees that not less than 30 days before the time when such taxes and premiums, respectively, become due the Mortgagors will have paid to the Mortgagees a sufficient amount to pay the same in full. Said amounts paid to the Mortgagees hereunder need not be segregated nor kept in a separate fund, and no interest shall be payable thereon. Said amounts shall be held by the Mortgagees as additional security for the Mortgage Indebtedness and, except as provided in the following sentence, be applied to the payment of said taxes and assessments when the same become due and payable. Upon the occurrence of an event of default hereunder, the Mortgagees may, at its option, but without any obligation on its part so to do, apply said amounts upon said taxes and assessments or insurance premiums or toward the payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable.

Upon an assignment of this Mortgage, the Mortgagees shall have the right to pay over the balance of such deposits in its possession to the assignee and the Mortgagees shall thereupon be completely released from all liability with respect to such deposits and the Mortgagors or owner of the mortgaged premises shall look solely to the assignee or transferee in reference thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment and satisfaction of

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THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

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the Mortgage Indebtedness or at any prior time upon the election of the Mortgagees, the balance of the unapplied deposits in its possession shall be paid over to the record owner of the mortgaged premises and no other party shall have any right or claim thereto in any event, provided that in the event of a foreclosure of the mortgaged premises, the purchaser at such foreclosure shall have the right to receive such unapplied deposits. The Mortgagors agree, at the Mortgagees' request, to deliver the aforesaid deposits to such servicer or financial institution as the Mortgagees shall from time to time designate.

5. The Mortgagors shall not commit or permit to be committed any waste on the Site or to the mortgaged premises and shall keep and maintain all the buildings, improvements and facilities and all other equipment thereon or therein in good repair and fully insured and will promptly comply with all laws, ordinances, orders, rules, regulations and requirements of any governmental body applicable to the mortgaged premises. The Mortgagees may at any time, after reasonable notice to the Mortgagors and subject to the reasonable security and safety requirements of the Mortgagors, enter or cause entry to be made upon the mortgaged premises and inspect the premises, and if the Mortgagees find that the Mortgagors are in violation of any of the foregoing provisions, the Mortgagees may, if such violation is not corrected within 30 days after written notice thereof by the Mortgagees to the Mortgagors, enter upon the mortgaged premises and take such actions as may be necessary to correct such violation and pay such sums of money as the Mortgagees in their sole discretion shall determine to be necessary therefor.

6. The Mortgagors will not permit or suffer any material alteration of or addition to any of the buildings, improvements or facilities in or upon the Site, other than as necessary to restore the mortgaged premises to a safe condition if an emergency arises or pursuant to a notice and demand from a governmental agency.

7. The Mortgagors shall reimburse the Mortgagees forthwith upon demand for all sums of money which it shall pay or expend pursuant to the provisions of this Mortgage, including any reasonable attorneys fees and disbursements incurred by Mortgagees in connection with the foregoing, together with interest upon said amounts until paid from the time of the payment thereof, at the per annum rate of interest provided in the Note for overdue amounts, and all such amounts shall be a further lien on the mortgaged premises and secured by this Mortgage.

8. Upon the occurrence and continuance of any event of default specified in the Note, the Mortgagees may, then or at any time thereafter, give notice to the Mortgagors declaring the appropriate mortgage indebtedness to be due and payable under the terms of the governing agreement. All such Mortgage Indebtedness

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then outstanding (including all principal, interest, fees, expenses and other charges) shall thereupon immediately become accelerated and due and payable without further notice or demand. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

9. Upon the occurrence of any of the events referred to above in paragraph 8 which would allow the Mortgagees to accelerate the maturity date for payment of the Mortgage Indebtedness, the Mortgagees are hereby authorized and empowered to exercise any and all rights and remedies provided herein or in the Note or available at law or in equity, including without limitation the right to commence foreclosure proceedings against the mortgaged premises pursuant to the common law of the state of Illinois or pursuant to the statutes in such case made and provided, and to sell the mortgaged premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes or common law, in a single parcel or in several parcels at the option of the Mortgagees. The Mortgagors further agree that the Mortgagees are authorized and empowered to retain out of the sale proceeds such moneys as are necessary to pay in full the Mortgage Indebtedness, the costs and charges of such sale, and also the attorney's fee provided by statute, returning the surplus moneys (if any there should be) to the Mortgagors. The Mortgagors hereby waive, to the full extent it may lawfully do so, the benefit of all appraisement, valuation, stay, moratorium, statute of limitations, exemption from execution, extension and redemption laws now or hereafter in force and all rights of marshalling in the event of the sale of the mortgaged premises or any part thereof or any interest therein. The Mortgagors also hereby waive all errors, defects and imperfections in any proceeding instituted by the Mortgagees under this Mortgage.

10. a. 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 mortgaged premises. Such appointment may be either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the mortgaged premises or whether the same shall then be occupied as a homestead or not and the Mortgagees or any holder of the Note may be appointed such receiver. Such receiver shall have the power to collect the rents, issues and profits of the mortgaged premises during the pendency of such foreclosure suit and, in the case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the

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The undersigned, the Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

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mortgaged premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income from the mortgaged premises in whole or in part to: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure; or (ii) the deficiency in case of a sale and deficiency.

b. In any case in which under the provisions of this Mortgage, Mortgagees have a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagees, Mortgagors shall surrender to Mortgagees and Mortgagees shall be entitled to take actual possession of the mortgaged premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagees in their discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said mortgaged premises, together with all documents, books, records, papers and accounts of Mortgagors or then owner of the mortgage premises relating thereto, and may exclude Mortgagors, their agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagors, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the mortgaged premises and conduct the business, if any, thereof, either personally or by its agents, and with full power and to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the mortgaged premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (i) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagors to cancel the same; (ii) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (iii) to extend or modify any then existing leases and to 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 indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagors and all persons whose interests in the mortgaged premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (iv) to make all

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necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the mortgage premises as to it may seem judicious; (v) to insure and reinsure the same and all risks incidental to Mortgagees' possession, operation and management thereof; and (vi) to receive all of such avails, rents, issues and profits; 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 Mortgagors. Mortgagees shall not be obligated to perform or discharge, nor do they hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagors shall and do hereby agree to indemnify and hold Mortgagees harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagees incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagors shall reimburse bank therefor immediately upon demand. Nothing contained herein shall modify, limit or alter any like provisions contained in the Assignment of Rents and Leases of even date herewith executed by Mortgagors.

(c) Mortgagees, in the exercise of the rights and powers hereinabove conferred upon them by this Mortgage shall have full power to use and apply the avails, rents, issues and profits of the mortgaged premises to the payment of or on account of the following, in such order as Mortgagees may determine:

(i) to the payment of the operating expenses of said mortgaged premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagees and its agent or agents, if management be 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 of damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes and special assessments now due or which may hereafter become due on the mortgaged premises; and, if this is a leasehold mortgage, of all rents due or which may become hereafter due under the underlying lease;

(iii) to the payment of all repairs, decorating, renewals, replacements, alternations, additions, betterments, and improvements of the mortgaged premises, including the cost from time to time of installing or replacing personal property such as

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appliances therein, and of placing the mortgaged premises in such condition as will, in the judgment of Mortgagees, make it readily rentable; and

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

11. Pursuant to Section 15-1601 of the Illinois Mortgage Foreclosure Law, as amended (the "Act"), the Mortgagors hereby expressly waive any and all rights of redemption arising under Section 15-1603 of the Act, together with any and all other statutory rights to redemption on behalf of itself and on behalf of each and every person acquiring any interest or title in the Site subsequent to the date of this Mortgage. The Mortgagors acknowledge that the mortgaged premises do not constitute agricultural real estate or residential real estate, as said terms are defined in the Act.

12. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of the Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to the Mortgagees any rights or remedies upon default of the Mortgagors which are more limited than the rights and remedies that would otherwise be vested in the Mortgagees absent said provisions, the Mortgagees shall be vested with the rights and remedies granted in the Act to the full extent permitted by law.

13. All personal property located at or used in connection with the mortgaged premises shall be owned by the Mortgagors and shall not be subject to any lease or other transaction whereby the ownership or any beneficial interest in any of such personal property shall be held by any person or entity other than the Mortgagors, except pursuant to such personal property leases as are approved by the Mortgagees. The Mortgagors shall not create or cause to be created any security interest in any such personal property other than the security interest created in favor of the Mortgagees. This Mortgage shall, as to any equipment and other personal property described herein and covered hereby, be deemed to grant a security interest therein pursuant to the Uniform Commercial Code. The Mortgagors agree, upon request of the Mortgagees to furnish an inventory of personal property owned by the Mortgagors and subject to this Mortgage and, upon request of the Mortgagees, to execute any supplements to this Mortgage, any separate security agreement and financing statements to include specifically said inventory of personal property. Upon the occurrence and during the continuance of any of the events of default referred to in Paragraph 8 hereof, the Mortgagees shall have all of the rights and remedies herein provided or otherwise provided by law or by this Mortgage, including but not limited to

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THE COURT OF COMMON PLEAS, IN AND FOR THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE RECORDS OF THE COURT AS THE SAME APPEAR IN THE OFFICIAL RECORDS OF THE COURT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____, 19____.

CLERK OF THE COURT

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THE COURT OF COMMON PLEAS, IN AND FOR THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE RECORDS OF THE COURT AS THE SAME APPEAR IN THE OFFICIAL RECORDS OF THE COURT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____, 19____.

CLERK OF THE COURT

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the right to require the Mortgagors to assemble such personal property and make it available to the Mortgagees at a place to be designated by the Mortgagees which is reasonably convenient to both parties, the right to take possession of such personal property, with or without demand, and with or without process of law, and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if the Mortgagees send such notice to the Mortgagors at least 5 days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any such personal property may be applied by the Mortgagees first to the reasonable expenses in connection therewith, including reasonable attorneys fees and legal expenses incurred, and including the expenses of retaining, keeping and storing such personal property, and then to payment of the Mortgage indebtedness.

14. This Mortgage is intended to be a financing statement pursuant to Section 9-402(b) of the Illinois Uniform Commercial Code with respect to those items of equipment, goods or inventory which are fixtures on the mortgaged premises. This Mortgage is to be filed for record with the Recorder of Deeds of the county where the mortgaged premises are located. The Mortgagors are the record owners of the mortgaged premises. The addresses of the Mortgagors (Debtor) and Mortgagees (Secured Party) are hereinafter set forth:

Address of Mortgagors: 5526 North Campbell
Chicago, Illinois 60659

Address of Mortgagees: 2100 East Touhy
Des Plaines, Illinois 60018

15. No assignment of the Mortgagors' rights under this Mortgage and no forbearances on the part of the Mortgagees and no extension of the time for the payment of the debt or performance of the other obligations hereby secured given by the Mortgagees shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

16. The Mortgagors shall not, without the prior written consent of the Mortgagees, permit or suffer (a) the mortgaged premises, or any part thereof, to be sold, assigned, transferred or encumbered in any way, whether by operation of law or otherwise, or (b) any junior mortgage or trust deed or other security interest in the mortgaged premises, or any part thereof.

17. Subject to the terms of Sections 23 and 25 below, if all of the principal of and interest on the Note shall be paid and all other sums secured hereby or payable hereunder and under the Note shall be paid and the Mortgagors shall comply with all the

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terms, conditions and requirements hereof, then this Mortgage shall be released by Mortgagees and thereupon it shall be of no further force and effect. Upon the written request and at the expense of the Mortgagors, the Mortgagees, will, within 30 days of such request, execute and deliver such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge.

18. This Mortgage shall be governed by the laws of the State of Illinois. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

19. The covenants herein contained shall run with the land and shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural and the singular, and use of any gender shall be applicable to all genders.

20. (a) The Mortgagors shall keep the buildings and the other improvements on the mortgaged premises, or which may hereafter be erected thereon, constantly insured for the benefit of the Mortgagees, until the Mortgage Indebtedness and all interest thereon and all of the amounts due hereunder are fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the mortgaged premises are situated in an area which is considered a flood risk area by the U.S. Department of Housing and Urban Development or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued thereunder), and such other appropriate insurance as the Mortgagees may reasonably require from time to time, all in such amounts and in such forms and with such companies as may be satisfactory to the Mortgagees, and shall deliver to the Mortgagees at its office aforesaid or at such other place as may be designated by the holder hereof the insurance policies (or certified copies thereof) with premiums fully paid and with standard mortgagee clauses or such other mortgagee clauses as may be satisfactory to the Mortgagees attached, and renewals thereof shall likewise be delivered to the Mortgagees at least 15 days before the expiration of any existing policies.

(b) All such policies shall include standard loss payable clauses in favor of the Mortgagees and shall provide that the same may not be cancelled or terminated without giving the Mortgagees at least 30 days prior written notice of such cancellation or termination.

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(c) Should the Mortgagors fail to insure or fail to pay the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above, the Mortgagees at their option may have such insurance written or renewed and pay the premiums thereon for the account of the Mortgagors.

(d) In the event of loss or damage, the proceeds of said insurance shall be paid to the Mortgagees to be applied to payment of the Mortgage Indebtedness.

(e) In the event of a foreclosure of this Mortgage, the purchaser of the mortgaged premises shall succeed to all of the rights of the Mortgagors under said insurance policies payable to the Mortgagees, including any right to unearned premiums and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.

21. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the mortgaged premises by any public or quasi-public authority or corporation, the Mortgagors shall continue to pay the Mortgage Indebtedness in accordance with the terms of the Note or of any promissory note or notes then evidencing the same, and any reduction in the principal sum resulting from the application by the Mortgagees of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by the Mortgagees of such award. The Mortgagors hereby assigns the entire proceeds of any award or payment to the Mortgagees. Such proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagees in collecting said proceeds and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or the Mortgagees at their option may apply said proceeds, or any part thereof, to the alteration, restoration or rebuilding of the mortgaged premises. No such application of proceeds by the Mortgagees toward payment of the Mortgage Indebtedness shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms.

22. The Mortgagors represent that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 et seq. of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said statute.

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23. Environmental Matters.

a. The Mortgagors represent and warrant to the Mortgagees as follows:

(1) (A) The Mortgagors have not used Hazardous Materials (as hereinafter defined) on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagors' knowledge, no prior owner of the mortgaged premises or any existing or prior tenant or occupant has used Hazardous Materials on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, (B) the Mortgagors have never received any notice of any violations of any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the mortgaged premises and, to the best of the Mortgagors' knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the mortgaged premises.

(2) The Mortgagors shall keep or cause the mortgaged premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable Governmental Regulations; and, without limiting the foregoing, the Mortgagors shall not cause or permit the mortgaged premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable Governmental Regulations; nor shall the Mortgagors cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagors or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the mortgaged premises or onto any other contiguous property.

(3) The Mortgagors shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the mortgaged premises as required by all applicable Governmental Regulations, to the satisfaction of the Mortgagees, and in accordance with the orders and

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directives of all federal, state and local governmental authorities. Such testing, remedial, removal and other actions shall include those required by federal and state regulations governing underground storage tank systems. If the Mortgagors fail to conduct an environmental audit required by the Mortgagees, then the Mortgagees may at their option and at the expense of the Mortgagors, conduct such audit. Any such audit conducted by the Mortgagees shall be conducted for the benefit of and to protect the interests of the Mortgagees and shall not be relied upon by the Mortgagors or any third party for any purpose whatsoever, including but not limited to the Mortgagors' or any third party's obligation, if any, to conduct an independent environmental investigation of its own. By conducting any such audit, the Mortgagees do not assume any control over the environmental affairs or operations of the Mortgagors nor assume any obligation or liability to the Mortgagors or any third party.

b. Subject to the limitations set forth below, the Mortgagors shall defend, indemnify and hold harmless the Mortgagees, their heirs, successors, executors, administrators or their agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the mortgaged premises or the soil, water, vegetation, buildings, personal property, persons or animals; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the mortgaged premises; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the mortgaged premises; and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Mortgagees, which are based upon or in any way related to such Hazardous Materials used on the mortgaged premises.

The Mortgagors agree that in the event this Mortgage is foreclosed or the Mortgagors tender a deed in lieu of foreclosure, the Mortgagors shall deliver the mortgaged premises to the Mortgagees free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable Governmental Regulations affecting the mortgaged premises.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

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The provisions of this Paragraph 23(b) shall be in addition to any and all other obligations and liabilities Mortgagors may have to the Mortgagees under the Mortgage Indebtedness, any Loan Document, and in common law, and shall survive (A) the repayment of all sums due for the Mortgage Indebtedness, (B) the satisfaction of all of the other obligations of the Mortgagors to the Mortgagees, (C) the discharge of this Mortgage and (D) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. It is the intention of the Mortgagors and the Mortgagees that the indemnity provisions of this Paragraph 23(b) shall only apply to an action commenced against any owner or operator of the mortgaged premises in which any interest of the Mortgagees is threatened or any claim is made against the Mortgagees for the payment of money.

c. Definitions.

"Governmental Regulations" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any state, and any country, city or other agency or subdivisions of the United States or any state.

"Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local government law, ordinance, rule or regulation.

24. The aggregate amount of principal indebtedness secured by this Mortgage, exclusive of sums advanced to remedy defaults and protect the security of this Mortgage, will not in the aggregate exceed an amount equal to One Hundred Thousand Dollars (\$100,000.00).

25. Subject to the terms of the Note, as amended from time to time, or other present or future loan agreements, notes or other evidences of indebtedness, if any, portions of the principal amount of the indebtedness secured hereby may be borrowed, repaid and reborrowed by Mortgagors. A portion of the indebtedness secured hereby may increase or decrease from time to time.

26. As of the date of this Mortgage, Mortgagors hereby assign to Mortgagees all their right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the mortgaged premises or any part thereof (but without an assumption by Mortgagees of liabilities of

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CLERK OF COOK COUNTY

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CLERK OF COOK COUNTY

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Mortgagors under any such leases by virtue of this assignment), and Mortgagors hereby assign to Mortgagees the rents, issues and profits of the mortgaged premises. Mortgagors shall have the right to receive and collect such rents, issues and profits directly from any lessee of the Mortgaged premises. Upon the occurrence of an Event of Default, Mortgagees may elect upon written notice to Mortgagors to receive and collect said rents, issues and profits through a receiver so long as any such Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Mortgagors hereby consent to the appointment of a receiver if believed necessary or desirable by Mortgagee to enforce its rights under this paragraph 26.

27. The Mortgagors shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such further acts, as Mortgagees may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of Mortgagees, whether in writing or otherwise.

28. Any notice which Mortgagors or Mortgagees may give or is required to give under this Mortgage shall be given in writing, and shall be deemed given if and when personally delivered, or on the second business day after being deposited, postage prepaid, in the United States certified or registered mail return receipt requested, addressed to a party at the address contained in Section 14 hereof, or to such other address as the party may have requested in writing.

29. In the event of any litigation with respect to this Mortgage, the Mortgagors and the Mortgagees waive the right to trial by jury.

30. If any part of the Mortgage indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the mortgaged premises or any part thereof, then Mortgagees shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder and shall have the benefit and priority of the same.

IN WITNESS WHEREOF, the Mortgagors have caused these presents to be signed as of the day and year first above written.

Attest: _____

DANIAL DANKHA
Danial Dankha

Attest: _____

SARGON DANKHA BY DANIAL DANKHA
Sargon Dankha HIS ATTORNEY IN FACT

Attest: _____

DANKHA DANKHA BY DANIAL DANKHA
DANKHA DANKHA HIS ATTORNEY IN FACT

Attest: _____

Dankha Dankha

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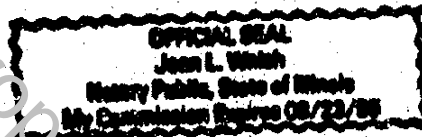
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STATE OF ILLINOIS)

COUNTY OF Cook)

SS.

The foregoing instrument was acknowledged before me on the 16th day of Oct., 1992, by Danial Dankha, to me known to be the individual described in and which executed the foregoing instrument.



Jean L. Walsh
Notary Public, Cook County,
Illinois

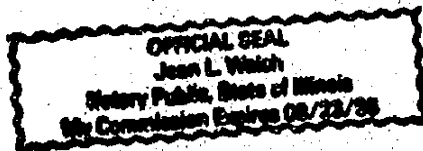
My commission expires: 8-23-95

STATE OF ILLINOIS)

COUNTY OF Cook)

SS.

The foregoing instrument was acknowledged before me on the 16th day of Oct., 1992, by Sergeon Dankha, to me known to be the individual described in and which executed the foregoing instrument.



Jean L. Walsh
Notary Public, Cook County,
Illinois

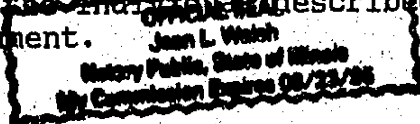
My commission expires: 8-23-95

STATE OF ILLINOIS)

COUNTY OF Cook)

SS.

The foregoing instrument was acknowledged before me on the 16 day of Oct, 1992, by Dankha Dankha, to me known to be the individual described in and which executed the foregoing instrument.



Jean L. Walsh
Notary Public, Cook County,
Illinois

My commission expires: 8-23-95

STATE OF ILLINOIS)

COUNTY OF _____)

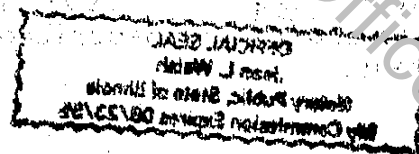
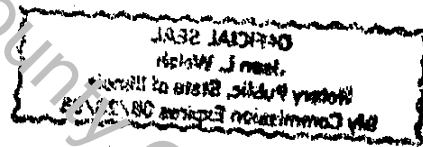
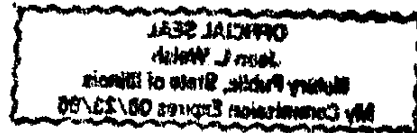
SS.

The foregoing instrument was acknowledged before me on the _____ day of _____, 1992, by _____, to me known

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to be the individual described in and which executed the foregoing instrument.

Notary Public, _____ County,
Illinois

My commission expires: _____

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Drafted by and when recorded
return to:

Creighton R. Meland, Jr.
Dickinson, Wright, Moon,
Van Dusen & Freeman
225 West Washington, Suite 400
Chicago, Illinois 60606



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EXHIBIT A

LEGAL DESCRIPTION

LOT 7 AND LOT 8 IN BLOCK 1 IN WM. L. WALLER'S RESUBDIVISION OF THE VACATED WM. L. WALLER'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1917 IN BOOK 148 OF PLATS, PAGE 37, AS DOCUMENT NUMBER 6058897, IN COOK COUNTY, ILLINOIS.

14-06-103-013

Mortgaged premises Address: 2225 West Devon Avenue
Chicago, IL 60659

COOK COUNTY RECORDER

BOOK 148 PAGE 37

1917 MAR 2 11:11:00

14-06-103-013

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6058897

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COOK COUNTY RECORDER

45013 ÷ E * -92-865169

145555 TRAN 1715 11/18/92 11:37:00

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