

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

For Use With Note Form No. 1447

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110403917

THIS INDENTURE made January 6, 1992 between LASALLE NATIONAL TRUST, N.A., a national banking association, not personally, but as Trustee under the provisions of Deed in Trust delivered pursuant to Trust Agreement dated October 31, 1991, and known as Trust No. 116593

135 South LaSalle Street, Chicago, Illinois 60603
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and HOLY FAMILY HOSPITAL, an Illinois not-for-profit corporation

100 North River Road, Des Plaines, Illinois 60016
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Two Hundred Forty Thousand and 00/100 DOLLARS (\$ 240,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 6th day of January, 1995 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 100 North River Road, Des Plaines, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 32, 33, 34 IN BLOCK 4 IN CHRISTIAN AND GNAEDINGERS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE NORTH EASTERLY LINE OF MILWAUKEE AVENUE AS CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED DECEMBER 29, 1927 AS DOCUMENT NO. 9883970) IN COOK COUNTY, ILLINOIS

Subject to: General real estate taxes not yet due and payable, and unrecorded leases

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

Permanent Real Estate Index Number(s): 13-05-420-020 and 13-05-420-058

Address(es) of Real Estate: 5645 North Milwaukee Avenue, Chicago, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a par with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is Mortgagor and the attached Rider consisting of 4 pages and Rider. This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof, and shall be binding on Mortgagors, their heirs, successors and assigns.

THIS MORTGAGE is executed by LASALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Trust, N.A. hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Mortgage contained shall be construed as creating any liability on the said LaSalle National Trust, N.A., personally, to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now, or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and said LaSalle National Trust, N.A., personally are concerned, the legal holder or holders of said principal note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note.

IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 6th day of January, 1992.

Attest: Nancy A. Stack
By: Assistant Secretary

"OFFICIAL USE" LASALLE NATIONAL TRUST, N.A., as Trustee as aforesaid and not personally
Harriet Denisewicz
Notary Public, State of Illinois
My Commission Expires Oct. 30, 1995

STATE OF ILLINOIS)
COUNTY OF COOK)
Harriet Denisewicz

I, Harriet Denisewicz, in and for such County and State, DO CERTIFY that Corinne Bekand Nancy A. / personally known to me to be the Asst. Vice Pres. and Asst. Secretary respectively, of LASALLE NATIONAL TRUST, N.A., not personally, but solely as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officers of the corporation, they signed and delivered this instrument as their free and voluntary act and as the free and voluntary act and deed of the corporation in its capacity as Trustee, for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 6th day of January, 1992.
Dorothy A. Denisewicz
Notary Public

OR RECORDER'S OFFICE BOX NO. _____ (CITY) _____ (STATE) _____ (ZIP CODE)

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance; (7) maintain the use and occupancy of the premises as a professional office building and related uses.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes (special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder; on the part of the Mortgagors of ten and one-half percent (10.5% per annum).
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable ~~at once~~ immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for ~~30~~ days in the performance of any other agreement of the Mortgagors herein contained. ~~after all notice and cure periods have expired~~
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated) as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, and any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in 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 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 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: (1) 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 foreclosure sale; (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- ~~15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.~~
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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OR RECORDER'S OFFICE BOX NO. (CITY) (STATE) (ZIP CODE)

Mail this instrument to Pam McKinney, Holy Family Hospital, 100 North River Road, Des Plaines, Illinois 60016
This instrument was prepared by Evon Olson, Much Shelist Freed Oeneberg & Ament, P.C., 200 North LaSalle Street, Suite 2100, Chicago, Illinois 60601
(NAME AND ADDRESS)
(NAME AND ADDRESS)
(Commissioner's name)

Given under my hand and official seal, this _____ day of _____ 19____
right of homestead
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the
appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as
personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument.
State of Illinois, County of _____ in the State aforesaid, DO HEREBY CERTIFY that _____
Notary Public in and for said County _____

IMPRESS
SEAL
HERE

SIGNATURE(S)

Property of Cook County

Subject to General real estate taxes not yet due and payable, and unrecorded leases
ILLINOIS
TO THE CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED DECEMBER 29, 1927 AS DOCUMENT NO. 9883970 IN COOK COUNTY,
MERIDIAN (EXCEPT THAT PART OF SAID LOTS LING BETWEEN THE NORTH EASTERLY LINE OF MILWAUKEE AVENUE AS CONVEYED
SOUTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
LOTS 32, 33, 34 IN BLOCK 4 IN CHRISTIAN AND GNAEDINGERS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE
AND BEING IN THE City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:
Mortgage, and the Mortgage's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying
and limitations of this mortgage, and the performance of the covenants and agreements herein contained, do by these presents CONVEY AND WARRANT unto the
consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, by the Mortgagees to be performed, and also in
NOW, THEREFORE, the Mortgagees to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions
of the mortgage, and the performance of the covenants and agreements herein contained, do by these presents CONVEY AND WARRANT unto the
Mortgage, and the Mortgage's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying
and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:
19.95 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence
of such appointment, then at the office of the Mortgagee at 100 North River Road, Des Plaines, Illinois
sum and interest at the rate and installments as provided in said note, with a final payment of the balance due on the _____ day of January
(\$ 240,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagees promise to pay the said principal
Two Hundred Forty Thousand and 00/100 DOLLARS
THAT WHEREAS the Mortgagees are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of
herein referred to as "Mortgage," witnesseth:

Above Space For Recorder's Use Only
92012998
92012998
FORM NO. 103
FEBRUARY, 1965

THIS INSTRUMENT made January 6, 1992 between LASALLE NATIONAL TRUST, N.A., a national banking association, not person- ally, but as trustee under the provisions of Deed in Trust delivered pursuant to Trust Agreement dated October 31, 1991, and known as Trust No. 118593 135 South LaSalle Street, Chicago, Illinois 60603 (NO AND STREET) (CITY) (STATE) herein referred to as "Mortgagee," and HOLY FAMILY HOSPITAL, an Illinois not-for-profit corporation 100 North River Road, Des Plaines, Illinois 60016 (NO AND STREET) (CITY) (STATE) herein referred to as "Mortgagee," witnesseth:
CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.
For Use With Note Form No. 1447
MORTGAGE (ILLINOIS)
LEGAL FORMS
GEORGE E. COLE

41040394510

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the note secured hereby.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

17. Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15. The Mortgagee shall periodically deposit with the Mortgagee such sum as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. Such deposit shall bear any interest.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interfering same in an action at law upon the note hereby secured.

12. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full maturity period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, 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 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: (1) 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 foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness remaining unpaid on the note; third, any interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such assets of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree. The true condition of the title to the premises, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including pre-sale and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. Mortgages shall pay each item of indebtedness hereof mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and with notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for 30 days in the performance of any other agreement of the Mortgages herein contained.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien, or title or claim thereof.

7. In case of default hereof, Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim or interest, or redeem from any tax sale or foreclosure affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law, in addition to the principal amount of any debt or obligation of any party hereunder on the part of the Mortgages.

6. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and explosion under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the Mortgagee clause in the mortgage. Mortgages shall deliver to the Mortgagee all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. As such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note in addition to the required payments as may be provided in said note.

4. If, by the issuance of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured hereby, or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby, the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

2. Mortgages shall pay before any general tax, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate assessment which Mortgagee may desire to contest.

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance; (6) maintain the use and occupancy of the premises as a professional office building and related uses.

920212098

UNOFFICIAL COPY

RIDER TO MORTGAGE DATED JANUARY 6, 1992 BY AND AMONG
LASALLE NATIONAL TRUST, N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER
TRUST NO. 116593, AND HOLY FAMILY HOSPITAL

THIS RIDER is attached to a made a part thereof by reference incorporated into the Mortgage between LASALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593 ("Mortgagor"), and HOLY FAMILY HOSPITAL ("HFH"). Any inconsistency or conflict with the terms, covenants and conditions of the Mortgage and this Rider, the terms, covenants and conditions of this Rider shall govern and control.

1. Waiver of Payment. HFH hereby agrees to waive all monthly payments including principal and interest payments from the date of disbursement until May 6, 1992. On May 6, 1992, Mortgagor shall commence payment of the first installment.

2. Representations and Warranties. Mortgagor and the general partners of the beneficiary of Mortgagor represent and warrant that they shall: (a) maintain membership on the medical staff of HFH and agree to abide by all medical staff by-laws, rules and regulations; and (b) to the extent medically appropriate and permitted by federal or state law, to admit all of their patients requiring hospitalization to HFH, except that Medicare and Medicaid patients shall be admitted at the individual doctor's discretion, however, if at the time of making the loan secured by this Mortgage, the general partner(s) of the beneficiary of Mortgagor are not on staff at HFH, they represent and warrant that: As soon as any staffing contracts with other hospitals are terminated, they shall apply for admittance to HFH's medical staff. If accepted by HFH, they shall make the same representations and warranties stated above.

In the event any one of the general partner(s) of the beneficiary of Mortgagor breaches a representation or warranty made in this paragraph, HFH may accelerate the Maturity Date and all unpaid principal and accrued interest shall become immediately due and payable provided HFH has given thirty (30) days prior written notice of such violation to all the general partner(s) of the beneficiary, with the opportunity to cure. In the event such violation is not curable within thirty (30) days but the general partner(s) of the beneficiary has commenced to cure the violation and so long as they are diligently pursuing curing the violation, then Mortgagor shall be deemed in compliance under this paragraph.

3. Option to Extend Maturity Date. Mortgagor has the sole right to extend the Maturity Date from January 6, 1995 to January 6, 1997, by delivering written notice to HFH at least fifteen (15) days prior to the Maturity Date. In the event Mortgagor extends the Maturity Date (i) the rate of interest shall change on a monthly basis commencing on February 6, 1995. The rate of interest shall be recalculated monthly based on the Prime Rate, plus one percentage (1%) point as such prime rate is announced in The Wall Street Journal for The First National Bank of Chicago on the 6th day of the month preceding the payment. In the event the 6th day of the month falls on a weekend or holiday, the new rate shall be determined on the next succeeding business day. In the event The First National Bank of Chicago is no longer quoted by The Wall Street Journal, then the Harris Bank or other mutually acceptable quoted bank prime rate to the parties shall be substituted; (ii) the balloon payment will be extended to the revised Maturity Date; and (iii) the balloon payment shall be reduced by the amount of principal paid during the extended period. All unpaid principal and interest shall be due and payable on January 6, 1997. All other terms and conditions of the Note and the Mortgage shall remain in full force and effect.

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4. Alterations. Mortgagor may, in its discretion and without the prior written consent of HFH, at any time and from time to time, make, or cause to be made, reasonable, non-structural changes, alterations or additions in and to the real estate which are suitable to the office building. Mortgagor may, in its discretion and without the prior written consent of HFH, at any time and from time to time, remove and dispose of any personal property now or hereafter constituting part of the real estate which in the reasonable opinion of Mortgagor becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the real estate, provided Mortgagor promptly replaces such personal property with comparable personal property and title to such replacements is free and clear of all liens and encumbrances and subject to the lien or security interest created hereby. If any personal property which becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the property or the business conducted thereon it shall be removed and disposed of in compliance herewith and the proceeds, if any, shall be paid to HFH.

5. Insurance Proceeds. Pursuant to Paragraph 6 of the Mortgage, insurance shall provide that any loss or damage to the real estate shall be adjusted by both Mortgagor and HFH and paid to HFH. All such insurance proceeds shall be applied to restore, repair, replace or rebuild the same or cause the same to be rebuilt in substantially the same value and condition and character as existed immediately prior to such damage or destruction. All net insurance proceeds received by HFH shall be made available to Mortgagor for the restoration required in the event of damage or destruction on account of such insurance proceeds are paid. If at any time the net insurance proceeds which are available to Mortgagor are insufficient to pay the entire cost of the restoration, Mortgagor shall pay the deficiency. Upon completion of the restoration, the excess net insurance proceeds, if any, shall be paid to Mortgagor.

6. Indemnification. Mortgagor will protect, indemnify and save harmless HFH from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses including without limitation, reasonable attorneys' fees and expenses imposed upon or incurred by or asserted against HFH as a result of (a) ownership of the real estate or any interest therein, or receipt of any rent or other sum, (b) any accident, injury to, or death of a person or loss of, or damage to property occurring in, on, or about the real estate or any part thereof, or on the adjoining sidewalks, curbs, vaults, adjacent parking areas, streets, rights-of-way, (c) any use, non-use or condition of the real estate or any part thereof or adjoining sidewalks, curbs, vaults, if any, adjacent parking areas, streets or rights-of-way, (d) any failure of Mortgagor to perform or comply with the terms of this Mortgage, or (e) the performance of any labor or services or the furnishing of any materials or other property with respect to the real estate or any property thereof. If default shall be made in the payment of any installment of interest or principal or made in the performance of any of the other covenants or provisions of the Note, this Mortgage, or any other document executed in connection with this transaction and such default shall remain uncured after the applicable notice and cure period of written notice declaring such default. If the default is curable but not reasonably capable of being cured within such time period, such default shall be deemed cured for the purposes hereof if and so long as Mortgagor shall commence such cure within such time period and diligently pursue to cure to completion.

7. Assignment of Rents. Mortgagor and the beneficiaries of Mortgagor assign and transfer to HFH all the rents, issues and

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profits of the real estate and all rents, issues and profits arising out of any of the leases. However, Mortgagor shall have the right to collect such rents, issues and profits unless an event of default occurs.

9. Security Agreement. This Mortgage shall be deemed a Security Agreement as defined in the Illinois Commercial Code. Mortgagor grants a continuing security interest to HFH in the personalty, including, but not limited to, all personal property, fixtures and goods affecting property either referred to or described herein or in any way connected with the use or enjoyment of the real estate.

Mortgagor quit claims, represents and covenants as follows: (i) except for the security interest granted hereby, Mortgagor owns, and as to portions of the personalty to be acquired after the date hereof, will own the personalty free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor will notify HFH of, and will defend the personalty against, all claims and demands of all persons at any time claiming the same or any interest therein; (ii) except as otherwise provided in this Mortgage, Mortgagor will not lease, sell, convey or in any manner transfer the personalty without the prior written consent of HFH; (iii) Mortgagor will use the personalty solely for business purposes in connection with the real property; and (iv) all covenants and obligations of Mortgagor contained herein relating to the real estate shall be deemed to apply to the personalty whether or not expressly referred to herein.

The remedies for any violation of the covenants, terms and conditions or the agreements herein contained shall be as prescribed: (i) herein; or (ii) by general law; or (iii) as to such part of the security which is also reflected in any financing statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Illinois Commercial Code, all at HFH's sole election.

Notwithstanding the aforesaid Mortgagor covenants and agrees that so long as any balance remains unpaid on the Note, it will execute (or cause to be executed) and delivered to HFH, such renewal certificates, affidavits, extension statements or other documentation in proper form, so as to keep perfected the lien created by any security agreement and financing statement given to HFH by Mortgagor.

10. Venue. This Mortgage is executed and delivered in Cook County, Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of Cook County, Illinois.

11. Notices. Any notice, demand or other communication given pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Mortgagor:

LaSalle National Trust, N.A., not
personally, but as Trustee under
Trust Agreement dated October 31,
1991, and known as Trust No. 116593
c/o Dr. Mark Sobor
3749 North Keeler
Chicago, Illinois 60641

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With a copy to:

Mr. Steven Koga
Much Shelist Freed Denenberg & Ament,
P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601

If to HFH:

Holy Family Hospital
100 North River Road
Des Plaines, Illinois 60016
Attention: Emil Poprawski

12. Exculpation. This Mortgage is executed by LaSalle National Trust, N.A., as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593, in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Mortgage shall be construed as creating any liability on the Trustee in its individual capacity, to pay the Mortgage, the Note, or any interest that may accrue thereon or any fee or charge that may become payable under this Mortgage or the Note, or to perform any covenant (either expressed or implied) contained in this Mortgage or the Note, all such liability, if any, being hereby waived by HFH and every person hereafter claiming any right or security hereunder. So far as HFH and its successors are concerned, HFH and the owner of any indebtedness accruing hereunder shall in the event of a default, look solely to the premises for the payment of the indebtedness due under the Note or the Mortgage.

LASALLE NATIONAL TRUST, N.A., not personally but as Trustee under Trust Agreement dated October 31, 1991, and known as Trust No. 116593

By: _____

Its: _____
AS TRUSTEE

This Document Was Prepared By:

Evon Olson
MUCH SHELIST FREED DENENBERG & AMENT, P.C.
200 North LaSalle Street - Suite 2100
Chicago, Illinois 60601

After Recording, This Document Should Be Returned To:

Pam McKinney
HOLY FAMILY HOSPITAL
100 North River Road
Des Plaines, Illinois 60016



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