

BOX 333

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FIRSTAR NAPER BANK, N.A.
Attn: George Michel, V.P.
136 South Washington Street
Naperville, Illinois 60566

Prepared by and upon recording mail 10992 FEB 18 PM 3:57

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Property of COOK COUNTY

4308

Common Address: 51-57 N. Pine, Chicago, Illinois

P.I.N.: 16-09-319-033-0000

SEE ATTACHED EXHIBIT A

TO SECURE TO LENDER (a) repayment of the principal, interest, and all other amounts payable to Mortgagee on the Note according to its tenor and effect (including additional amounts becoming due by virtue of adjustments to the effective rate of interest), and all renewals, extensions and modifications thereof and any future advances thereunder, whether direct or indirect, due or to become due (provided, however that in no event shall the aggregate indebtedness secured hereby at any one time exceed \$50,000,000.00); (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance and observation of all the covenants, provisions and agreements of any Mortgage herein and in the Note contained or other instrument given to further secure the performance of any obligation secured hereby or in any manner pertaining to the loan evidenced by the Note, including but not limited to the "Loan Documents" as defined and identified in the Note (the "Loan Documents"), and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Mortgagee, Mortgagee does hereby mortgage, grant, convey and assign to Mortgagee all of Mortgagee's right, title, and interest in the real estate located in Cook County, Illinois, and legally described as follows:

WHEREAS, Mortgagee is indebted to Mortgagee in the principal sum of THIRTY NINE THOUSAND EIGHT HUNDRED SIXTY FIVE AND 00/100 U.S. DOLLARS (\$39,865.00), which indebtedness is evidenced by Mortgagee's Note of even date herewith (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on the Maturity Date as defined in the Note.

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made this 30th day of January, 1992, between the Mortgagee, CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 1988, AND KNOWN AS TRUST NO. 1091073, whose address is 111 W. Washington Street, Chicago, Illinois 60602, ("Mortgagee"), and the Mortgagee, FIRSTAR NAPER BANK, N.A., a National Banking Association, whose address is 136 South Washington Street, Naperville, Illinois 60566, (herein "Mortgagee").

MORTGAGE AND ASSIGNMENT OF RENTS

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TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the real estate, and all heretofore or hereafter vacated alleys and streets abutting the real estate, and all easements, rights, appurtenances, rents, profits and awards, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, freezers, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the real estate including, but not limited to those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, water heaters, attached floor coverings, furnishings, antennas, and all additional personalty located on the subject real estate, all of which, including replacements and additions thereto (excepting, however, any of the foregoing items which are personal property belonging to tenants in possession or trade fixtures or equipment utilized for the manufacturing business conducted on such real estate), shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, the real estate together with said property are herein collectively referred to as the "Mortgaged Premises".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Mortgaged Premises, that the Mortgaged Premises are unencumbered, and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises and against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title policy insuring Mortgagee's interest in the Mortgaged Premises.

COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest

Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges provided in the Note and all other sums secured by this Mortgage.

2. Application of Payments

Unless applicable law provides otherwise, all payments received by Mortgagee from Mortgagor under the Note or this Mortgage shall be applied by Mortgagee first to costs, expenses and other sums expended by Mortgagee pursuant to the Loan Documents, then to any accrued and outstanding interest, and then to principal and any other sums secured by this Mortgage in such order as Mortgagee, at Mortgagee's option, may determine; provided, however, that Mortgagee may, at Mortgagee's option, apply any sums payable pursuant to paragraph 6 hereof prior to interest on and principal of the Note.

3. Charges; Liens

Mortgagor shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Mortgaged Premises which may attain a priority over this Mortgage by Mortgagor making payments when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee all notices of amounts due under this paragraph, and Mortgagor shall promptly furnish Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien which has priority over this Mortgage; provided that Mortgagor shall not be required to discharge any such lien so long as Mortgagor: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee; (b) shall in good faith contest such lien by, or defend against enforcement of the lien in, legal proceedings which in the opinion of Mortgagee operate to prevent the enforcement of the lien or forfeiture of the Mortgaged Premises or any part thereof and in conjunction therewith fully insure or bond over such lien to Mortgagee's satisfaction; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Mortgagee fully subordinating such lien to this Mortgage and Mortgagee's other security interests.

4. Insurance

The Mortgagor will procure for, deliver to and maintain for the benefit of the Mortgagee during the term of this Mortgage, a policy or policies (a) insuring the Mortgaged Premises against fire, lightning, vandalism, malicious mischief, all other perils insured under "extended coverage", and such other insurable perils as the Mortgagee may require, including, without limitation, perils covered under an "additional other perils" endorsement, for at least 90% of the insurable replacement cost of the Mortgaged Premises, (b) affording such other or additional coverage as from time to time may be requested by the Mortgagee, including, without limitation, builder's risk insurance, comprehensive general liability insurance, umbrella liability insurance, boiler and pressurized vessel insurance, and, if any part of the Mortgaged Premises is in a special flood hazard area (as defined under the Flood Disaster Protection Act of 1973), flood insurance.

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All insurance policies and renewals thereof shall: (a) be in a form and amount acceptable to mortgagee, (b) shall include a standard mortgagee clause in favor of and in form acceptable to Mortgagee, and (c) provide thirty (30) days advance written notice to Mortgagee before cancellation or material modification. Mortgagee shall have the right to hold the policies, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Mortgagor shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor hereby authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder. In the event of a disbursement of insurance proceeds less than \$10,000.00, said funds shall be paid to Mortgagee, and provided loan is not in default, Mortgagee shall disburse said funds in accordance with the reasonable instructions of Mortgagor relative to repair of the Mortgaged Premises. In the event of a disbursement of insurance proceeds in the amount of \$10,000.00 or more, said funds shall be paid to Mortgagee, and Mortgagor further authorizes Mortgagee, at Mortgagee's option, (a) to hold without interest the balance of such proceeds to be used to reimburse the cost of reconstruction or repair of the Mortgaged Premises, or (b) in the event an Event of Default then exists, or if in Mortgagee's reasonable judgment the value of the Mortgaged Premises and/or the debt to value of collateral ratio of the Loan secured hereby is or if upon reconstruction or repair will be materially adversely affected by such loss, then to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 2 hereof.

If the insurance proceeds are held by Mortgagee to reimburse Mortgagor for the costs of restoration and repair of the Mortgaged Premises, the Mortgaged Premises shall be restored to the equivalent of its original condition or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of said proceeds on Mortgagee's approval of such plans and specifications of an architect satisfactory to Mortgagee, contractor's cost estimates, Architect's certificate, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Mortgagee may require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall be subject to a prepayment penalty, if any, and shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Mortgaged Premises is sold pursuant to paragraph 14 hereof, or if Mortgagee acquires title to the Mortgaged Premises, Mortgagee shall have all of the rights, title, and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Premises prior to such sale or acquisition.

5. Preservation and Maintenance of Mortgaged Premises

Mortgagor (a) shall not waste or permit impairment or deterioration of the Mortgaged Premises, (b) shall not abandon the Mortgaged Premises, (c) shall restore or repair promptly and in a good workmanlike manner all or any part of the Mortgaged Premises to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall thereof repair and replace fixtures, equipment, machinery and appliances on the Mortgaged Premises when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Premises, and (f) shall give notice in writing to Mortgagee of and, unless otherwise directed by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Premises, the security of this Mortgage or the rights of powers of Mortgagee. Neither Mortgagor nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Mortgaged Premises or (except for trade fixtures or equipment belonging to tenants or utilized in the manufacturing business of Mortgagor's beneficiary conducted on the Mortgaged Premises) any fixture, equipment, machinery or appliance in or on the Mortgaged Premises except when incident to the replacement of obsolete or worn fixtures, equipment, machinery and appliances with updated or like new items of like kind.

6. Protection of Mortgagee's Security

If Mortgagee fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Mortgagee's interest in the property or the interest of Mortgagee therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its reasonable discretion, to protect Mortgagee's interest, including, but not limited to, (a) disbursements of attorneys fees, (b) entry upon the Mortgagee's premises to make repairs, (c) procurement of satisfactory insurance as provided in paragraph 4 hereof. Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the Default Rate stated in the Note. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. Inspection

Mortgagee may make or cause to be made reasonable entries upon and inspections of the Mortgaged Premises.

8. Books and Records

Mortgagee shall keep, and maintain at all times at Mortgagee's address stated below, or such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Mortgaged Premises and the financial condition of the Mortgagee. Such books and records shall be subject to examination and inspection at any reasonable time by Mortgagee. Mortgagee shall, within ninety (90) days after the end of each fiscal year of Mortgagee, furnish to Mortgagee the following: (i) financial information relating to the Mortgagee, including U.S. income tax returns, and (ii) financial and operating statements of the Mortgaged Premises for such fiscal year, in reasonable detail, including quarterly operating statements relative to the business operations of Mortgagee's beneficiary, and in any event including such itemized statements of receipts and disbursements as shall enable Mortgagee to determine whether a breach described in paragraph 5 or other default hereunder ("Event of Default") then exists. Mortgagee shall additionally furnish such other financial information or operating statements as may be required under the Construction Loan and Security Agreement and other Loan Documents. Such financial and operating statements shall be prepared and certified at Mortgagee's expense in a manner acceptable to Mortgagee, and shall include a statement as to whether or not an Event of Default exists hereunder. For purposes of this paragraph the term "Mortgagee" also means any beneficiary of Mortgagee and any guarantors of the Note.

9. Condemnation

Mortgagee shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, or part thereof, and Mortgagee shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagee authorizes Mortgagee's option, as attorney-in-fact for Mortgagee, to commence, appear in and prosecute, in Mortgagee's or Mortgagee's name any action or proceeding relating to any condemnation or other taking of the Mortgaged Premises, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

Mortgagee authorizes Mortgagee to apply such awards, payments, proceeds or damages, after the deduction of Mortgagee's expenses incurred in the collection of such amounts, at Mortgagee's option, to restoration or repair of the Mortgaged Premises or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 2 hereof, with the balance, if any, to Mortgagee. Any application of proceeds to principal shall be subject to a prepayment penalty, if any, and, unless Mortgagee and Mortgagee otherwise agree in writing, shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Mortgagee agrees to execute such instruments required in connection with such condemnation or taking as Mortgagee may require.

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It shall be an immediate breach of this Mortgage if, without the prior written consent of the Mortgagee, any of the following shall occur: (i) the Mortgagee shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lease (other than in the ordinary course of business pursuant to fair market lease terms subject to Mortgagee's consent which shall not be unreasonably withheld or delayed), lien, pledge, mortgage, security interest or other encumbrance or alienation of (ii) the

13. Restraint on Transfer

The foregoing notwithstanding, Mortgagee may elect in writing to initially suspend the requirement of an escrow with Mortgagee for purposes of paying real estate taxes on and insurance premiums for the Mortgaged Premises, subject however, to Mortgagee's right to reinstate and require such escrow in the event: (i) of any default hereunder or under the Note and other Loan Documents given Mortgagee in connection with the Loan evidenced by the Note (regardless of whether such default is timely cured) or (ii) Mortgagee fails to furnish Mortgagee with satisfactory written evidence of payment of all such real estate taxes and insurance premiums at least five (5) days before the same are due. Such suspension by Mortgagee of the foregoing escrow requirement shall be effectuated only by a written statement by Mortgagee to such effect.

Mortgagee's beneficiary. Notices received by Mortgagee from time to time. The provisions of this paragraph shall also apply to premium when due. Mortgagee shall promptly furnish Mortgagee with copies of all tax bills and assessment funds on deposit in such escrow (including allocation for a reserve) is insufficient to pay any tax bill or insurance Mortgagee any additional funds required to pay such taxes and insurance premiums in the event the balance of Mortgagee to Mortgagee of a bill covering such expense. Further, Mortgagee shall promptly deposit with the same shall become delinquent, upon the request of Mortgagee for such payment and the presentation by expenses for which sums respectively were deposited, as and when said expenses shall become due and before paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of the such annual real estate taxes and insurance premiums, as estimated by Mortgagee. The sums paid under this monthly real estate taxes, in addition to other sums required under the Note, a sum equal to one-twelfth (1/12) of one-sixth (1/6) of the estimated annual real estate taxes and insurance premiums, and Mortgagee shall pay estate tax obligations and insurance premiums related to the Mortgaged Premises, plus a reserve of at least with Mortgagee, as escrows, such funds as are necessary, in Mortgagee's judgment, to meet the current real estate tax obligations and insurance premiums related to the Mortgaged Premises. Mortgagee shall deposit in order to assure timely payment of real estate taxes. Mortgagee requires establishment of an escrow

12. Real Estate Tax and Insurance Escrow

Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Mortgagee of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Mortgagee's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. Mortgagee's receipt of any awards, proceeds or damages under paragraphs 4 and 9 hereof shall not operate to cure or waive Mortgagee's default in payment of sums secured by this Mortgage.

11. Forbearance by Mortgagee Not a Waiver

From time to time, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagee, Mortgagee's successors or assigns or of any junior lienholders, without liability on Mortgagee's part and notwithstanding Mortgagee's breach of any covenant or agreement of Mortgagee in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the Mortgaged Premises, take or release other or additional security, reconvey any part of the Mortgaged Premises, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Mortgagee to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Mortgagee pursuant to the terms of this paragraph 10 shall not affect the obligation of Mortgagee or Mortgagee's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Mortgagee contained herein, and shall not affect the lien or priority of lien on the Mortgaged Premises. Mortgagee shall pay Mortgagee a reasonable service charge, together with such the insurance premiums and attorney's fees as may be incurred at Mortgagee's option, for any such action taken at Mortgagee's request.

10. Mortgagee and Lien Not Release

Upon occurrence of an Event of Default under this Mortgage or the other Loan Documents, as aforesaid, Mortgagee may in person, by agent or by a court-appointed receiver, enter upon and take and maintain full control of the Mortgaged Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents, revenues, proceeds and deposits of the Mortgaged Premises, the making of

Mortgaged Premises as Mortgagee may from time to time request. Mortgagee shall execute and deliver to Mortgagee such further assignments of rents, revenues, proceeds or deposits of the Mortgaged Premises as Mortgagee may from time to time request. Mortgagee shall hereafter collect or accept payment of any rents of the Mortgaged Premises, and covenants that Mortgagee will not execute, any instrument which would prevent Mortgagee from exercising its rights under this paragraph 14, and said rents, that Mortgagee has not performed, and will not perform, any acts or has not executed, and will not execute, that Mortgagee hereby represents and warrants that Mortgagee has not executed any prior assignment of

As part of the consideration for the indebtedness evidenced by the Note, Mortgagee hereby absolutely and unconditionally assigns and transfers to Mortgagee all the rents, revenues, proceeds and deposits (collectively, the "rents") of the Mortgaged Premises, including those now due, past due, or to become due by virtue of any lease or other agreement of the sale, occupancy or use of all or any part of the Mortgaged Premises, regardless of to whom the rents, revenues, proceeds and deposit of the Mortgaged Premises are payable. This assignment also includes assignment for collateral purposes of all right, title and interest of Mortgagee or its beneficiary in and to any other occupancy agreements, leases, licenses, easements or other agreements resulting in revenue or income from the Mortgaged Premises. Mortgagee hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents, revenues, proceeds and deposits and hereby directs each tenant, occupant, or purchaser, as the case may be, of the Mortgaged Premises to pay such rents and proceeds to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagee in this Mortgage or the other Loan Documents, Mortgagee shall collect and receive all rents, revenues, proceeds and deposits of the Mortgaged Premises as trustee for the benefit of Mortgagee and to apply the rents, revenues, proceeds and deposits so collected to the sums secured by this Mortgage in the order provided in paragraph 2 hereof with the balance, so long as no Event of Default has occurred, to the account of Mortgagee, being intended by Mortgagee and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagee contained in this Mortgage or the other Loan Documents, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Mortgaged Premises in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents, revenues, proceeds and deposits of the Mortgaged Premises as specified in this paragraph 14 as the same become due and payable, including but not limited to rents, revenues, proceeds and deposits then due and unpaid, and all such rents, revenues, proceeds and deposits shall immediately upon delivery of such notice be held by Mortgagee as trustee for the benefit of Mortgagee or by, provided, however, that the written notice by Mortgagee to Mortgagee shall contain a statement that Mortgagee exercises its rights to such rents, revenues, proceeds and deposits. Mortgagee agrees that commencing upon delivery of such written notice of Mortgagee's breach by Mortgagee to Mortgagee, each tenant, occupant or purchaser, as the case may be, of the Mortgaged Premises shall make such rents payable to and pay such rents, revenues, proceeds and deposits to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant, occupant or purchaser thereof, as the case may be, delivered to each tenant, occupant or purchaser, as the case may be, by mail or by delivery such demand to each unit, without any liability on the part of the said tenant, occupant or purchaser to inquire further as to the existence of a default by Mortgagee.

14. Assignment of Rents, Appointment of Receiver, Mortgagee in Possession

Mortgaged Premises or any part thereof, of interest therein, (ii) all or a portion of the beneficial interest of Mortgagee or change in the power of direction, (iii) all or a portion of the stock of any corporate beneficiary that results or could result in a material change in the identity of the person or entity in control of the corporation; or (iv) any general partner's interest in Mortgagee's beneficiary, in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this paragraph 13 shall not apply (i) to the lien of current taxes and assessments not in default, (ii) to the lien of this Mortgage. The provisions of this Paragraph 13 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Mortgaged Premises.

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(d) The entry by a court of competent jurisdiction of any order, judgment or decree approving a petition filed against the Mortgagee or beneficiary seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, of the appointment of any trustee, receiver or liquidator of the Mortgagee or of all or

(c) The filing by Mortgagee or the beneficial interest owner of Mortgagee (beneficiary) of a voluntary petition in bankruptcy or Mortgagee's adjudication as the bankrupt or insolvent, or the filing by Mortgagee or beneficiary of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Mortgagee or beneficiary's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Premises or of all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing or its inability to pay its debts generally as they become due; or

(b) Failure by Mortgagee to duly observe or perform any other terms, covenants, condition or agreement of the Note, this Mortgage or any other Loan Document and such failure continues for more than thirty (30) days after Mortgagee has given Mortgagee written notice thereof; or

(a) Failure by Mortgagee to pay when due any payment under the Note, this Mortgage or any other Loan Document and such failure continues for more than five (5) days after Mortgagee has given Mortgagee written notice thereof; or

The terms "Event of Default" or "Events of Default", wherever used in this Mortgage shall mean any one or more of the following events:

15. Events of Default

Any entering upon and taking and maintaining of control of the Mortgaged Premises by Mortgagee or the receiver and any application of rents, revenues or proceeds as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee under applicable law or provided herein. This assignment of rents of the Mortgaged Premises shall terminate at such time as the indebtedness secured hereby is repaid in full and/or this Mortgage ceases to secure indebtedness held by Mortgagee.

If the rents, revenues, proceeds or deposits of the Mortgaged Premises are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Premises and collecting the rents, revenues, proceeds or deposits any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagee to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagee agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagee requesting payment thereof and shall bear interest from the date of disbursement at the Default Rate stated in the Note.

All rents, revenues, proceeds and deposits collected subsequent to delivery of written notice by Mortgagee to Mortgagee of an Event of Default under this Mortgage or the other Loan Documents, aforesaid, shall be applied first to the costs, if any, of taking control of and managing the Mortgaged Premises and collecting the rents, revenues, proceeds and deposits, including, but not limited to, attorney's fees, premiums on collector's bonds, costs of repairs to the Mortgaged Premises, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged premises, and the costs of discharging any obligations or liability of Mortgagee as lessor, landlord, operator or licensor of the Mortgaged Premises and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Premises and shall be liable to account only for those rents, revenues, proceeds or deposits actually received by Mortgagee. Mortgagee shall not be liable to Mortgagee, anyone claiming under or through Mortgagee or anyone having an interest in the Mortgaged Premises by reason of anything done or left undone by Mortgagee under this paragraph.

repairs to the Mortgaged Premises, and the execution or termination of contracts providing for the management or maintenance of the Mortgaged Premises, all on such terms as Mortgagee deems best to protect the security of this Mortgage. In the event Mortgagee elects to seek the appointment of a receiver for the Mortgaged Premises upon Mortgagee's breach of any covenant or agreement of Mortgagee in this Mortgage, Mortgagee hereby expressly consents to the appointment of such receiver. Mortgagee or the receiver shall be entitled to receive a reasonable fee for so managing the Mortgaged Premises.

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This Mortgage shall, at Mortgagee's option, be governed by the laws of the State of Illinois or the laws of the jurisdiction in which the Mortgaged Premises is located. Venue for all disputes and claims arising from this Mortgage shall, at Mortgagee's option be in DuPage County, Illinois. In the event that any provisions of this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of this Mortgage and the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagee is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Mortgagee is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amount, if any, previously paid to Mortgagee in excess of the amounts payable to Mortgagee to reduce the principal of the indebtedness evidenced by the Note (in which case no prepayment penalty shall be applicable) or, if Mortgagee's option, shall be refunded to the Mortgagee. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagee has

19. Governing Law; Venue; Severability; Excess Interest

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagee, subject to the provisions of paragraph 13 hereof. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents, attorneys or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Successors and Assigns Bound; Agents; Captions

or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage or in the Note shall be deemed to have been given when personally served as hereinafter provided or, if mailed, on deposit of such notice in the United States Mail.

Firststar Naper Bank, N.A.
Attn: George Miltz, V.P.
136 South Washington Street
Naperville, Illinois 60560

Mortgagee:

or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at:

OR: Harry and Myrtle F. Roberson, 318 Homewood Drive, Bolingbrook, IL 60440

Chicago Title and Trust Company, as Trustee under Trust Agreement
dated January 26, 1988 and known as Trust No. 1091073
111 W. Washington Street
Chicago, Illinois 60602

Mortgagor:

Except for any notice required under applicable law to be given in any other manner, (a) any notice to Mortgagee provided for in this Mortgage or in the Note shall be given by personal service upon Mortgagee or by mailing of such notice by certified mail addressed to Mortgagee at:

17. Notice

In case of an Event of Default or violation of Paragraph 13 hereof (Restrictions on Transfer), Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice, presentment or demand, and all sums secured by this Mortgage shall bear interest thereafter at the Default Rate defined in the Note, and Mortgagee may foreclose this Mortgage by judicial proceeding. Mortgagee may exercise this option to accelerate during any default by the Mortgagee or regardless of any prior foreclosure. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuit of such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports, and other costs of suit, and Mortgagee at its option may foreclose this Mortgage by judicial proceeding and/or may invoke any other remedies provided by equity, applicable law or provided herein.

16. Acceleration; Remedies

any part of the Mortgaged Premises of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive).

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20. Waiver

Notwithstanding the existence of any other security interests in the Mortgaged Premises held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Premises shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagee and any party who now or hereafter acquires a security interest in the Mortgaged Premises and who has actual or constructive notice of the remedies permitted by applicable law or provided herein. Mortgagee also waives any right of set-off and/or recoupment Mortgagee may have against Mortgagee. Mortgagee further waives any right Mortgagee may have to demand a jury trial in relation to any action brought by Mortgagee to exercise its remedies, under this Mortgage, the Note or the other Loan Documents. Mortgagee further waives its rights to reinstatement and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, appraisal, stay, redemption and moratorium laws under any state or federal law. Furthermore, Mortgagee on its own behalf and on the behalf of its beneficiary, HEREBY EXPRESSLY WAIVES ALL RIGHTS OF REDEMPTION PURSUANT TO THIS MORTGAGE.

21. Indemnification

Mortgagee agrees to indemnify and hold Mortgagee harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of Mortgagee, or any of its officers, directors, agents, subagents, or employees, in connection with this Mortgage or as a result of:

- i. ownership of the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways;
- ii. any use, non-use or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways;
- iii. any failure on the part of the Mortgagee to perform or comply with any of the terms of this Mortgage; or
- iv. the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof.

Any amounts payable to the Mortgagee under this Paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the Default Rate defined in the Note. The obligations of the Mortgagee under this Paragraph shall survive any termination or satisfaction of this Mortgage.

Mortgagee further indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of:

- i. the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Premises or any other property legally or beneficially owned (or in which any interest or estate is owned) by the Mortgagee or any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superfund" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous material), or

Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

20. Waiver

Notwithstanding the existence of any other security interests in the Mortgaged Premises held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Premises shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagee and any party who now or hereafter acquires a security interest in the Mortgaged Premises and who has actual or constructive notice of the remedies permitted by applicable law or provided herein. Mortgagee also waives any right of set-off and/or recoupment Mortgagee may have against Mortgagee. Mortgagee further waives any right Mortgagee may have to demand a jury trial in relation to any action brought by Mortgagee to exercise its remedies, under this Mortgage, the Note or the other Loan Documents. Mortgagee further waives its rights to reinstatement and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, appraisal, stay, redemption and moratorium laws under any state or federal law. Furthermore, Mortgagee on its own behalf and on the behalf of its beneficiary, HEREBY EXPRESSLY WAIVES ALL RIGHTS OF REDEMPTION PURSUANT TO THIS MORTGAGE.

21. Indemnification

Mortgagee agrees to indemnify and hold Mortgagee harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of Mortgagee, or any of its officers, directors, agents, subagents, or employees, in connection with this Mortgage or as a result of:

- i. ownership of the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways;
- ii. any use, non-use or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways;
- iii. any failure on the part of the Mortgagee to perform or comply with any of the terms of this Mortgage; or
- iv. the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof.

Any amounts payable to the Mortgagee under this Paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the Default Rate defined in the Note. The obligations of the Mortgagee under this Paragraph shall survive any termination or satisfaction of this Mortgage.

Mortgagee further indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of:

- i. the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Premises or any other property legally or beneficially owned (or in which any interest or estate is owned) by the Mortgagee or any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superfund" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous material), or

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- ii. the presence of any asbestos on or in the Mortgaged Premises (including, without limitation, the cost of removal) regardless of whether or not caused by, or within the control of Mortgagor. For purposes herein, the term "Hazardous Material" means and includes asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive

Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

- c. For purpose of the foregoing paragraph 21, the term Mortgagor shall include any beneficiary or beneficiaries of the Mortgagor.

22. Business Loan

The Mortgagor represents and warrants that the loan evidenced by the Note secured hereby is a business loan within the purview of Section 6404 of Chapter 17 of the Illinois Revised Statutes and is likewise an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Section 1601 et seq.

23. Land Trustee Exemption

If this Mortgage is executed by a land trustee ("Trustee"), it is understood and agreed that no personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Mortgage or its making issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof, except that Trustee in its personal and individual capacity warrants that it as trustee possesses full power and authority to execute this instrument. Nothing herein shall modify or discharge the personal liability assumed by the guarantors hereof or co-makers of the Note. Each original and successive holder of this Mortgage accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Mortgaged Premises, or the proceeds arising from such Mortgaged Premises' sale or other disposition. In the Event of Default, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment of the Indebtedness, action to enforce the personal liability of the guarantors and/or the beneficiary(ies) of Mortgagor, or any other remedies as the holder in its sole discretion may elect.

IN WITNESS HEREOF, Mortgagor has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized on the date first written above.

MORTGAGOR:

Chicago Title and Trust Company, as Trustee under Trust Agreement dated January 26, 1988 and known as Trust No. 1091073

BY:
Its:

Attest:

Its:

man/July 1991

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

The West 50 feet of Lots 1 to 4 inclusive in Block 5 in Craft's addition to Austinville in the South West 1/4 of Section 9, Township 39, North, Range 13 East of the Third Principal Meridian;

Also

PARCEL 2:

Lot 5 (Except the North 22 feet of the East 7 1/2 feet thereof) in the subdivision of the East 90 feet of Lots 1 to 4 both inclusive, all of Lot 5 and the North 7 feet of Lot 6 in Block 5 in Craft's addition aforesaid;

Also

PARCEL 3:

That part of the private alley South of and adjoining Lot 4 and West of the East line of Lot 4 extended South to the South line of said alley, in the subdivision of the East 90 feet of Lots 1 to 4 both inclusive, all of Lots 5 and the North 7 feet of Lot 6 in Block 5 in Craft's addition aforesaid, all in Cook County, Illinois.

PIN No. 16-09-319-033-0000 550

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NOTARY ACKNOWLEDGEMENT FOR CORPORATIONS/PARTNERSHIPS

STATE OF ILLINOIS
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that GABRIELLE QUASS and ROSEMARY LANTIERE being ASST. VICE PRES and ASST. SECRETARY respectively, of CHICAGO TITLE & TRUST CO. a N.L.CORP. 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 severally acknowledged that as such ASST. VICE PRES they signed and delivered the said instrument as ASST. SECY of said CHICAGO TITLE & TRUST CO. for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11 day of February, 1994

Alda Di Mayo
Notary Public



INDIVIDUAL NOTARY ACKNOWLEDGEMENTS

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 19__.

Notary Public

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JANE J. JONES
06/10/2014
Cook County Clerk's Office
1001 North Dearborn Street
Chicago, IL 60610

1001 North Dearborn Street