MCH 29023079434E

# UNOFFICIAL COPY

#### MORTGAGE

THIS MORTGAGE is a	radethis 1st iw and Vanessa MacAdam	day of April.	1992	
			not personally but solely so Fruston and	er Tour
greement dated			<del>-</del>	
amber -	whose addre West Fullerton, Chicago, and for the benefit and security of William	<b>5</b> 5	to the second	GO.
Unit 2705, 345	west Fullerton, Chicago,	11.110115	O Was Indian Chimas Hilada (Namin s	rein col
es "Lender").	ind for the benefit and security of valuation	Devy, White address is so	รายส คลักและบ้านละ	
	SA/FE	NECCETII	four apprings of	
	011	NESSETH	- 「\$27000 日報 20000 日本 200000 日本 20000 日本 20000 日本 20000 日本 20000 日本 20000 日本 20000 日本 200000 日本 20000 日本 20000 日本 20000 日本 20000 日本 20000 日本 20000 日本 2000	1) 21 3
Borrower is justly inde	hted to Lender in the principal sum		and the state of t	
TWELVE THOUSA	ND AND NO/100			
12,000,00	) DOLLARS, as evidenced by	that Promissory Note of Bo	prover therein referred to as the "Note")	dated
even date herewith, made j	payable to Lender, providing for mandato	ry payment <del>e of principal ar</del>	id-tologod until the Note is fully paid, wil	()) A
	of all principal and interest due thersunds	r, if not sconer paid due an	d payable on the	
you September,	1994			
reference to the second	of the principal sum of money evidenced		her was as provided therein and the name	mornic!
10 secure the payment	of the principal sum of money evidenced ofect the security of this Mortgage, with h	ey the Nete, with interest t oferest thereon and the ner	nergon as provided correst, and the pays formance by Borrower of all of the coven	ants
d conditions contained be-	sin and in the Note and all other sums due	and owing by Borrower fo	o Lender and in further consideration of t	សស្រ
Her (C) (MI) in hand naid th	diseasint of which is acknowledged, the Ri	veroway does hereby by the	es trassits GRANT MORIGAGE AND	,
NVEY to Lender, its succession	ar and assigns the following described	real estaticand all of its esta	ite, right, title and interest therein, situate	PG1,
ig and being in	ts of Chicago	, County		
- COOK	and S togethr Cwith all improvements, tenemen	tate of III nois, legally desci	nbid on Exhibit A attached hereto and	by this
erence incorporated heresh	, togeth?? with all improvements, tenemen greof for so long and during all such times	as the Burrower may be en	nts and apputtenances thereunto relongu-	ng ana rily and
a parity with said teal estat	te and no 'secondarily), and all the structu	res, buildings, additions an	id laiprovements, and replacements there	ent.
cted upon said really inclu	iding any of site energy systems providin	g power, electricity, heating	g. Fir conditioning, refrigeration, lighting	<b>.</b> .
tilation, water, and all plan	nts, equipment, a paratus, machinery and ny structures or hulldings heretofore or he	bne bnik vreve to ceruisit	nature whatsoever forming part of said for or on any part thereof or now or here.	atter
ed in connection with the u	se and enjoyment of hid realty, whether o	or not physically attached th	sereto, and logether with all of Borrower'	*
hts fuether to encumber sai	d property for deb' <del>except by multiprocess</del>	<del>lannes a riviela las ite nut</del> arri	de nos and acceptosity empressed intent-c	obstile.
and at all times Tegrain; su	bject and subordinate to the Ben of this M	origings. All of the above-u	nentioned and described real estate, prop	erty
d rights are hereunalter refe				
TO HAVE AND TO HO	ILD the Premises unto the Aic Lender, its	successors and assigns for	ever, for the purposes and uses therein se	et forth.
TT IS BURTHER UNIDE	RSTOOD AND AGREED THAT			
IT IS FORTHER CIVIDE	(STOOL) ALVE AGREED TAIN			
1. Taxes Borrow	er shall pay before any penalty at a hes al	l general taxes, special taxe	e, apecial assessments, water charges, sev	N'et
vice charges and other char	ges against the Premises when due, and	arll, upon written request,	furnish to Lender duplicate receipts there	eing
provent default nereunder	Borrower shall pay in full under proter (, i event, as owner of the Premises, Borros er	n he manner provided by a	stitute, any tax or assessment which port efits of membership in any condominium	rower L
neowner's or property own	er's association, or similar organization a	if its ing common area, rect	restional or other facilities for the use of	
rrower and other property o	swiners or occupants in the vicinity of the	i renuses, or to the use, us c	oinmon with others, of any such facilities	5
ated beyond the Premises b	y any arrangement whereby the cost of au	ich iz cililiës is to be shared and to perform all obligation	my the users thereof, borrower agrees to	nt of
ome a memoer or such asso-	ociation (incorporated or unincorporated) service fees or other obligations incurred.	to mair (at) such members	nie or membersup, monung the paymenth." as used in	111 01
agraph 4 hereof, shall be de	remed to also include all payments so requ	uired		
2 .	, ,	~ / /		
2 <u>Insurance Born</u>	rower shall keep all buildings and improv	ements now or herestter sil	tuated on said Premises maured against b	113 4 (1)

- Injurance Borrower shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Lender, locuding—thout limitation on the generality of the foregoing war damage insurance whenever in the opinion of Lender such protection is necessary. Borrow er shall also provide liability insurance with such limits for personal injury and death and property damage as Lender may require. All policies of insurance to be furnished hereunder shall be informs, companies and amounts satisfactory to Lender, with mortgage clauses attached to an policies in two of and in forms satisfactory to Lender, during a provision requiring the coverage evidenced thereby shall not be terminated or make at y modified without thirty (30) days prior written notice to Lender. Borrower shall deliver all policies, including additional and renewal policies, to Lender, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective de less (expiration).
- 3. Flood Insurance. If the Mortgaged Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the Act), Burrower will keep the Mortgaged Premises rovered for the term of the 1 to e by flood insurance up to the maximum limit of coverage available under the Act.
- 4. Deposits Borrower covenants and agrees to deposit at such place as Lender than from time to time in criting appoint, and in the absence of such appointment, then at the office of Lender in Chicago, Illinois, on each principal and interest instantively payment date, until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth of the last total annual taxes and assessments for the instruction and special) on said Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed or to be constructed, in which event the amount of such deposits shall be based upon the doubt were reasonable estimate as to the amount of taxes and assessments to be levied and assessed), as well as one-twelfith of the annual premium? for the insurance policies required by Paragraphs 2 and 3 hereof. Borrower, concurrently with the delivery of the Note to Lender, will also deposit with Lender an amount, based upon the taxes and assessments so ascertainable or so estimated by Lender, as the case may be, for taxes and assessments on said fireful insurance of the first deposit in this Paragraph hereinabove mentioned. Such deposits need not be kept separate and apart by Lender and including the date of the first deposit in this Paragraph hereinabove mentioned. Such deposits need not be kept separate and apart by Lender and Premises next due and payable when they become due if the funds so deposited are insufficient to pay any such taxes or assessments (general and special) for any year when the same shall become due and payable, the Borrower shall within tim 100 days after receipt of demand therefor deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) in full. If the funds as deposite above required to pay such taxes and assessments (general and special) for any year, the excess shall, at
- 5 Duties When Paying Premises Obligations Lender in making any payment hereby authorized. (a) relating to taxes and assessments or insurance premiums, may do so according to any bill, statement or estimate 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; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
- 6 Insurance Settlements and Proceeds—In case of loss, Lender for after entry of decree of foreclosure, the purchaser at the sale or the decree creditor, as the case may be is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Borrower, or (b) to allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Lender is authorized to collect and receipt for any such insurance money. At the sole discretion and election of Lender, the Insurance proceeds may be applied (i) to restoration or repair of the Prenuses damaged, or (ii) to the sums secured by this Mortgage (whether or not then due), with the excess, if any, paid to Borrower.

=100

MCH 290230/9434E

- Condemnation Borrower hereby assigns, transfers and sets over unto Lender the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. At the sole discretion and election of Lender, the proceeds of the award may be applied upon or in reduction of the indebtedness secured hereby, whether then due or not, or to require borrower to restore or rebuild. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall be applied on account of the indebtedness secured hereby. If the Premises is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within five (5) days of the date of such notice, Lender is authorized to settle, collect and apply the proceeds at Lender's discretion.
- 8. <u>Variation</u>. If the payment of the 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 hability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Lender, notwithstanding such extension, variation or release.
- 9 Prepayment At such time as the Borrower is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Borrower shall have the privilege of making full prepayment on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in said Note.
- Obligations Relating to Premises. Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the firetuses which may become damaged or be destroyed. (b) keep said fremises in good condition and repair, free of waste and mechanics' liens or other liens or claims for tien not expressly subordinated to the lien hereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the Prantises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender; (d) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Prantises and the use thereof, (e) make no material alterations to said Fremises, except as required by law or municipal ordinance and provided Lender has given prior written consent; (f) not use or suffer or permit use of the fremises for any purpose other than that for which the same is now used; (g) not initiate or acquiesce in any zoning reclassification without Lender's written consent; (h) pay each item of indebtedness secured by this Mottgage when due according to be terms hereof or of the Note; and (l) pay all filing, registration, recording and search and information fees and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, teco ding or registration of the Indebtedness secured hereby, this Mortgage and all other documents securing the indebtedness secured hereby. It is mortgage and all other documents securing the indebtedness secured hereby.
  - Borrower's Auditor at Covenants. Borrower further covenants and agrees with Lender, its successors and assigns as follows
- A. Borgower will fully one ply and cause compliance by tenants with all of the material terms, conditions and provisions of all leases on the Premises, so that the same etail not become in default or be cancelled, terminated or declared void, and will do all that is needful to preserve all said leases in force. Except for taxes and assessments to be paid by Borrower pursuant to Paragraph 1 of this Mortgage, Borrower will not create or suffer or permit to be creater, subsequent to the date of this Murigage, any lies or encumbrance which may be or become superior to any lease affecting the Premisos; and
- B. No construction shall be conducted dupon the Land or upon any adjoining land at any time owned or controlled by Borrower or by other business entities related to Borrower, unless the plans and specifications for such construction shall have been submitted to and approved in writing by Lender to the end that such construction shall not, in the sole judgment of Lender, entail prejudice to the loan evidenced by the Note and secured by this Mortgage.
- C. Borrower will at all times fully comply with and cause the Premises and the use and condition thereof to fully comply with all federal, state, county, municipal, local and other governments, estatutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate thereto, and will observe as decomply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and or essions (including, without limitations, those relating to land use and development, landmark preservation, construction, access, water lights, use, noise and pollution) which are applicable to Borrower or the Premuses.
- D. Borrower shall within fifteen (15) days after a written request by Lender furnish from time to time a signed statement setting forth the amount of the obligation secured hereby and whether or not any Event of Default, offset or defense then is alleged to exist against the same and, if so, specifying the nature thereof
- Inspection Lender shall have the right to inspect the Premise. of all reasonable times and access thereto shall be permitted for that
- 13. Default If (a) default be made in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest or in any payment required to be made under the forms of said Note or this Mortgage, or (b) a petition shall be filed by or against the Borrower in voluntary or involuntary bankruptcy or under Chapter XI, XII or XIII of the Federal Bankruptcy Art or any similar law, state or federal, whether now or hereafter existing, or (c) the Borrower shall be adju licated a bankrupt, or a trustee or a receiver shall be appointed for the Borrower or for all Borrower's property or the major part thereof in any proceeding for the arrangement, haudation or winding up of the affairs of the Borrower; or (d) the Borrower shall make an assignment for the benefit of creditors, or shall account in writing inability to pay Borrower's debts generally as they become due; or to default shall be made in the due observance or performance, or any other of the covenants, agreements or conditions hereinbefore or hereinafter contained or as contained in any other instrument evidencing, securing or guarantying the Note, required to be known shall continue for five (5) days (any and all of the foregoing being herein referred to as an "Event of Default"), then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Lender become immedit taly due and payable, together with account of the covenant of the payable, together with

#### Prohibition on Sale or Financing

- A. Any sale, conveyance, assignment, pledge, hypothecation, encumbrance or other transfer of title to co, any interest in or the placing of any lien upon the Premises (whether voluntary or by operation of law) without Lender's prior written consists shall be an Event of Default hereunder.
- B It is understood and agreed that the indebtedness secured hereby was created solely due to the financial equivalent of the financial equival
- C. Any consent by Lender to, or any waiver of any event which is probinited under this Paragraph 14, shall not constitute a consent to, or waiver of, any right, remedy or power of Lender upon a subsequent event of default.
- Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise. Lender shall have the right to foreclose the hen hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof for such allowed and included as additional indebtedness in the decree for sale all expended expenses which may be paid or incurred by or on behalf of Lender 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) for 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 Lender may deem reasonally 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, and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any altorney employed by Lender in any lingation or proceeding affecting this Mortgage, the Note or said Premises, including probate and bankrupicy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the order set forth in the Note; and the overplus (if any) to Borrower, Borrower's heirs, legal representatives or assigns, as their rights may appear.

- 16. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower 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 Lender he sunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, 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 after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or ell of any obligation secured hereby, including without limitation the following, in such order of application as Lander may elect: (i) amounts due upon the Note, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (till costs and expenses of foreclosure and litigation upon the Premises; (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises; (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises.
- Application of Funds Upon Default. In the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby. Lender may at its option, without heing required to do so, apply any mones at the time on deposit pursuant to Paragraph 4 hereis, on any of Borrower's obligations herein or in the Note contained in such order and manner as Lender may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Borrower. So long as any amount is unpaid under the Note or this Mortgage, the funds on deposit pursuant to Paragraph 4 hereof shall be applied for the purposes for which made hereunder and shall not be subject to the direction or control of the Borrower, and Lender shall not be liable for any failure to apply to the payment of these, assessments or insurance premiums unless Borrower, while not in default hereunder, shall have requested in writing to make application of such funds to the payment of the particular taxes, assessments or insurance premiums.
- 18. Lender a high to Exercise Remedies. The rights and remedies of Lender as provided in the Note, in this Mortgage, in any other Loan Document or available under applicable law, shall be cumulative and concurrent and may be pursued separately, successively or together against Borrower or against Aner obligors, if any or against the Premises, or against any one or more of them, at the sole discretion of Lender, and may be exercised as often a construct as a waiver or release thereof. No disay or omission of Lender to exercise any such right or remedy shall in no event be construed as a waiver or shall be construed to be a waiver of any such default or any acquiescence thereon and every power and remedy given by this Mortgage to Lender may be exercised from time to the original of, and interest on, the Note in the manner and at the time and place therein respectively expressed.
- Rights of Lender. In case of drault herein, Lender may, but need not, make any payment or perform any act herein required of Borrower in any form and manner deems a expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it 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 corice cany tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewing including attorneys fees, and any other monies advanced by Lender to printed the Premises and the lien horizof, shall be so much additional indebte in as secured hereby and shall become immediately due and payable without notice and with interest thereon from the date of the dishursement at the rate stated in the Note; provided that the aggregate amount of the indebtedness secured hereby together with all such additional sums advances shall not exceed five hundred (500%) percent of the amount of the original indebtedness secured hereby. Inaction of Lender shall nev reve considered as a waiver of any right accruing to it on account of any default on the vertice of foreover. part of Borrower
- 20. Europarance. Any forbearance by Lender in every, sing any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or pre-lude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of laxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Morigage or to demand repayment for amounts so paid, with interest, as provided be sin or in the Note.
- Mortgage discontinued at any time prior to the earlier of (a) 5 days (or such there period as applicable law may apecity for ranstatements before sale of the Premises pursuant to any power of sale contained in this Mortgage or (b) entry of a judgment entoting this Mortgage. Those conditions are that Borrower. (a) pays Lender all sums which then would be judgment this Mortgage and the Note had no acceleration occurred; (b) curse any default of any other covenants or agreements, (c) pewant of penses, including that not limited to, responsible attorneys' fees, and (d) takes such amort at Lender may reasonably require, to assure that the tien of this Mortgage, Lender's rights in the Premises and Borrower secured by this Mortgage whill continue unchanged. Upon reinstatement by Borrower, this right to reinstate his Mortgage and the obligations secured hereby shall remain fully effective is if no arcelration and occurred. However, this right to reinstate any and all rights of privilege, of redemption.

  22. Waivers by Borrower Borrower waives the benefit and agrees not to invoke any appraisement, valuation, stay, extension or exemption laws, or any so-called interatorium laws, into existing or hereafter enacted, in or for the prevent or hinder the enforcement of foreclosure of this Mortgage. Borrower for Borrower and all who may claim through or under for over waives any and all rights to have the property and estates comprising the mortgaged Premises marshalled upon any foreclosure of the key hereof and agree that any court having jurisdiction to foreclose such lien may order the mortgaged Premises sold as an entirety. Borrows, he by waives and releases all rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois.
- 23. Binding This Morigage and all provisions hereof shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons liable for the phyment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Morigage, and shall include the singular or plumi as the context may require. All obligations of Borrower hereunder shall be context swhen used herein shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note
- 24 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien here of do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Lender acquire any additional interest in or to the from sees or the ownership thereof, then, unless a contrary intent is manifested by Lender, as evidenced by an express statement to that effect in an agree rate document of duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage is also be foreclosed as its owned by a stranger to the fee simple title.
- 25 <u>Rejease</u> Lender shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Lender for the preparation and execution of such release.
- 26. Borrower not a loint Venturer or Partner. Borrower acknowledges and agrees that in no event shall Lender be deemed to be a partner or joint venturer with Borrower or any beneficiary of Borrower. Without limitation of the foregoing, Lender shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise
- 27. <u>Notice.</u> Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Borrower or Lender at the address set forth above, or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.
- 28. Severability. In the event any of the provisions contained in this Mortgage or in any other Loan Documents (as defined in the Note) shall, for any reason, be held to be invalid, flegal or unenforceable in any respect, auch invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provision of this Mortgage, the obligations secured hereby or any other Loan Document and same shall be construed as if such invalid, flegal or unenforceable provision had never been contained herein and therein. This Mortgage has been executed and delivered at Chicago, flunds and shall be construed in accordance therewith and governed by the laws of the State of Illinois
- 29 <u>Captions</u> The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Wherever used, the singular number shall include the plural and the piural the singular and the use of any gender shall be applicable to all genders.

MCH 290230/9434E

Assignment of Rents and Leases. A. To further secure the indebtedness secured hereby, Borrower does hereby sell, assign and transfer unto Lender all the rents, issues and profits now due with respect to the Premises and does hereby sell, assign and transfer onto Lender all Borrower's right, title and interest as lessor under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been hereoforce or may be hereeffer made or agreed to or which may be made or agreed to by Borrower or its agents or beneficiaries under like powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avails thereunder, unto Lender, and Borrower does hereby appoint irrevocably Lender its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Lender shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter exist on the Premises.

Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the fremises has been or will be, without Lender's consent, waived, released, reduced, discounted, or otherwise discharged or compromised by Borrower. Borrower shall not grant any rights of set off or permit any set off to rent by any person in possession of any portion of the Premises. Borrower agrees that it will not assign any lease or any rents or profits of the Premises, except to Lender or with the prior written consent of Lender.

C. Nothing herein contained shall be construed as constituting Lender as a mortgages in possession in the absence of the taking of actual possession of the Premises by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly warved and released by Borrower.

D Borrower further agrees to assign and transfer to Lender all future leases upon all or any part of the Premises and to execute and deliver, at the request of Lender, all such further assurances and assignments in the Fremises as Lender shall from time to time require.

E. Borrower expressly covenants and agrees that if Borrower, as lessor under any lease for all or any part of the Premises, shall fail to perform and fulful any corn, covenant, condition or provision in said lease or leases, or sny of them on its part to be performed or fulfilled, at the times and in the manner in raid lease or leases provided, or if Borrower shall suffer or permit to occur any breach or default under the provisions of any assignment of any 1, see or leases given as additional security for the payment of the indebtedness secured hereby, such breach or default shall constitute a default her our der and entitle Lender to all rights available to it in such event.

F At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Lender and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unifateral declaration to the office.

TOWERED -- THE ENGLISHED ON CLAUSE SURE County Clerk

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

DOCUMENT PREPARED BY

Kevin P. Breslin Katz Randall & Weinberg 200 North LaSalle Street Suite 2300 Chicago, Illinois 6060!

RETURN TO RECORDER'S BOX 340

MCH 290230/9434E

COUNTY OF COOK	) ss )	
I,	in the State aforesaid, DO HEREBY CERTIFY Vanessa MacAdam President	<b>•</b>
	Secretary	
Trustee under Trust Agreement deteda	, who are personally known to me to be the same persons whose names are subscr	ibed to the
rice and voluntary act	Problem and	<del>ld Dani</del>
of April	d notarial seal this day	
	Notary Public	
	"OPPICIAL SEAL" MARILLYN KOHN Notary Public, State of Illinois My Commission Expires 11-3-64	クブ

#### EXHIBIT A

LOT 9 IN BLOCK 2 IN S. DE LAMATER'S SUBDIVISION OF THE EAST 128 FEET OF THE WEST 19 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

To State of County Clerk's Office Commonly known as 1841 N. Albany, Chicago, IL

P.I.N.: 13-35-310-009

92228.77

Property of Cook County Clerk's Office