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TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagor now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof, and all renewals, extensions and substitutions thereof (collectively the "Leases"), together with all security therefor and all monies payable

P.I.N. 14-29-409-045

Street Address: 1109-11 W. Drummond, Chicago, Illinois 60614

Cook County, Illinois.
Township 40 North, Range 14, East of the Third Principal Meridian, in and 12 in the Canal Trustees' Subdivision of the East 1/2 of Section 29, Subdivision of Block 2 of L111 and Diverses' Subdivision of Out Lots 11 Lot 4 (except the South 52.56 feet thereof) and all of Lot 5 in L11's

State of Illinois, to wit:
the following described real estate situated in the County of Cook, MORTGAGE, CONVEY AND ASSIGN to Mortgagor, its successors and assigns, Mortgagor, at the direction of the Beneficiary, does hereby GRANT, performance of Mortgagor's covenants and agreements under this Mortgage, protecting this Mortgage or the indebtedness secured hereby; and (c) the attorneys' fees, paid or incurred by the Mortgagee in realizing upon or expenses and charges, legal or otherwise, including reasonable pursuant to any of its terms, including, without limitation, all indebtedness, obligations and liabilities which this Mortgage secures time, acceleration or otherwise; (b) the payment of all other on the Notes, when the same becomes due and payable (whether by lapse of NOW, THEREFORE, to secure: (a) the payment of the principal and interest

Mortgage, including reasonable attorneys' fees;
Default Rate, and all costs of collection and of foreclosing this Mortgage, with interest on all such disbursements calculated at the defined), or to protect the Mortgaged Premises or the lien of this assessments, or insurance on the Mortgaged Premises (as hereinafter disbursements made by Mortgagor for the payment of taxes, special and no/100 (\$7,420,000.00) Dollars, plus interest thereon, and any maximum principal amount of Seven Million Four Hundred Twenty Thousand the total unpaid balance so secured at any one time shall not exceed a secured by this Mortgage may increase or decrease from time to time, but As provided in Section 9 hereinbelow, the total amount of indebtedness

its address set forth above.

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1. Mortgagor hereby agrees: (a) to pay when due, out of the trust estate subject to the Trust Agreement described in the first paragraph of this Mortgage, and hereinabove specifically described, all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance (except this Mortgage); (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements

MORTGAGOR HEREBY FURTHER COVENANTS TO MORTGAGEE AND AGREES AS FOLLOWS:

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant, assign, and convey the Mortgaged Premises, that the Mortgaged Premises are unencumbered, and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions of record existing on the date hereof, approved by Mortgagee.

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever, provided, however, that if and when all principal and accrued interest on the Notes and all other indebtedness and obligations hereby secured shall be paid in full (and Mortgagee shall have no further obligation to make advances to borrowers under the aforesaid revolving credit loan), and Mortgagee shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall be released upon the written request and expense of Mortgagee.

thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagee to collect the rentals to be paid pursuant thereto, provided an Event of Default (as hereinafter defined) shall not have occurred and be continuing; and (4) all proceeds heretofore or hereafter payable to Mortgagee by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagee for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage. (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises")

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3. In the event of any loss or damage sustained by casualty for which insurance policies are in effect, the Mortgagee is authorized to adjust,

"Additional Insured".
a Comprehensive General Liability Policy naming Mortgagee as an payable endorsement in favor of Mortgagee. Mortgagee shall also provide naming Mortgagee as "Mortgagee and Loss Payee" and a Lender's loss hereby. All casualty policies shall contain a standard mortgagee clause alone. No loss or damage shall itself reduce the indebtedness secured damage, the proceeds of the insurance shall be paid to the Mortgagee pay the premiums for the account of Mortgagee. In the event of loss or Mortgagee at its option may have the insurance written or renewed and the policies or certificates or renewals to the Mortgagee, then the insure or fail to pay the premiums on any insurance or fail to deliver and must be delivered to the Mortgagee. Should the Mortgagee fail to Mortgagee and have such monetary limits as Mortgagee shall require, nonrenewal or cancellation, must be written by insurers acceptable to require thirty (30) days notice to the Mortgagee in the event of must provide for payment to the Mortgagee in the event of loss, must All insurance policies and renewals must be acceptable to Mortgagee, appropriate insurance as the Mortgagee may require from time to time, extended coverage hazards, for full replacement value, and such other of lightning, windstorm, malicious mischief, vandalism and other coverage endorsement available in the state of Illinois, including risks hazards and risks customarily covered by the standard form of extended shall be paid in full and discharged, against fire and such other for the benefit of Mortgagee, until the indebtedness secured hereby

2. Mortgagee shall keep the mortgaged premises continuously insured available under the Act.
of the Notes by flood insurance up to the maximum limit of coverage the Mortgagee will keep the mortgaged premises covered for the duration time to time) and regulations issued under it (collectively, the "Act"), required by the Flood Disaster Protection Act of 1973 (as amended from Director of the Federal Emergency Management Agency or as otherwise located in an area which has been designated as a flood risk area by the Mortgagee; and (o) that if the mortgaged premises are now or hereafter entail prejudice of any indebtedness secured hereby or the lien of this construction shall not, in the reasonable judgment of the Mortgagee submitted to and approved in writing by Mortgagee to the end that such unless the plans and specifications for such construction have been construction shall hereafter be commenced upon the mortgaged premises information and data to be prepared in accordance with generally accepted accounting principles consistently applied; (n) that no the mortgaged premises as may be reasonably requested (all such financial condition, business affairs and operations of Mortgagee and furnish to the Mortgagee such information and data with respect to the access to and the rights of inspection of such books and records; (m) to records as required by Mortgagee and to permit Mortgagee reasonable upon the mortgaged premises; (l) to keep and maintain such books and building, improvement, fixture, machinery or equipment now or hereafter the date of this Mortgage or the removal, demolition or sale of any Mortgaged premises for any purpose other than for which it was used on first obtaining the written consent of the Mortgagee, the use of the premises or to the use thereof; (k) not to make or permit, without restrictions, covenants and conditions relating to the mortgaged imposed by any governmental or other competent authority; and with all

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7. To further secure payment of the Notes, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagee hereby sells, assigns and transfers to Mortgagee all of its right, title and interest in and to all Leases and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of the Mortgaged Premises), to rent, lease or let all or any part of the Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the same rights and powers as Mortgagee would have. If no Event of Default under this Mortgage has occurred, Mortgagee shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an Event of Default, Mortgagee, at any time or times thereafter, may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct said tenants thereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Mortgagee. Mortgagee will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Mortgaged Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Mortgaged Premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Intentionally Deleted.

9. This Mortgage is given to and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder of Deeds of the county where the Mortgaged Premises described herein are located. The total amount of indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed Seven Million Four Hundred Twenty Thousand and no/100 (\$7,420,000.00) Dollars, plus interest thereon, and any disbursements by Mortgagee made for the payment of taxes, special assessments or insurance on the Mortgaged Premises, with interest on such disbursements, and all costs of collection, including reasonable attorneys' fees.

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compromise and collect all claims thereunder without the consent of the Mortgagee and to execute and deliver on behalf of Mortgagee all necessary proofs of loss, receipts, vouchers, releases and such other documents as shall be required by the insurers to be executed. At the election of Mortgagee, the proceeds of any insurance may be applied to the reduction of the indebtedness secured by this Mortgage, whether or not then due, or may be applied to the cost of building or restoring or buildings and improvements on the Mortgage premises, or may be applied to both purposes in such proportion as the Mortgagee shall determine. That part of the Mortgage premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereover, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

4. Mortgagee shall pay all general real estate taxes, special taxes, special assessments, water and sewer charges and all other taxes and charges on the Mortgage premises before any charge for nonpayment attaches or accrues, and shall furnish the Mortgagee, upon request, with the original or duplicate receipts therefor. If Mortgagee shall desire to contest any tax or special assessment, to avoid default under this Mortgage, Mortgagee shall pay such tax or assessment in full in the manner provided by law.

5. In case of default hereunder, Mortgagee may, at its option, at any time make any payment or perform any act herein required by Mortgagee in any form and manner deemed expedient by Mortgagee, and Mortgagee may, at its option, make full or partial payments of principal or interest on prior encumbrances, if any, pay delinquent taxes and insurance premiums and purchase, discharge or settle any tax lien or any other prior lien or claim, redeem from any tax sale or forfeiture affecting the Mortgage premises or contest any tax or assessment. All monies paid or incurred by Mortgagee in connection therewith including costs and attorneys' fees and any other monies advanced by Mortgagee to protect the Mortgage premises shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagee together with interest at the Default Rate defined herein.

6. In the event that the Mortgage premises or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive any awards resulting therefrom ("Awards"), which shall, at the election of Mortgagee, be applied to the payment of the Notes or any other indebtedness secured hereby, or on account of rebuilding or restoring that part of Mortgage premises not so taken or damaged. If Mortgagee elects to permit the use of Awards for rebuilding or restoration of the Mortgage premises, the Mortgage premises shall be so rebuilt or restored in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and applicable laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to condemnation. In the event the Awards are insufficient to pay for all costs of rebuilding or restoration, Mortgagee shall deposit with Mortgagee an amount equal to such excess costs prior to any disbursement.

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due, (whether by lapse of time, acceleration or otherwise) of the principal of or interest on any of the Notes or of any other indebtedness hereby secured and such amount shall not be paid within ten (10) days after written notice thereof is sent to Mortgagor; or (b) default for more than fifteen (15) days after written notice thereof is sent to Mortgagor in the observance or compliance with any other covenant, warranty, term or provision of this Mortgage or any other instrument or document securing the Notes or relating thereto; or (c) any representation or warranty made by Mortgagor herein or by Mortgagor, D. S. Tax, or Beneficiary or in any other instrument or document securing the Notes or relating thereto or in any statement or certificate furnished by it or him pursuant hereto or thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof; or (d) the Mortgaged Premises or any part thereof, or the beneficial interest in the trust estate holding title thereto shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; or (e) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or (f) Mortgagor, D. S. Tax, or Beneficiary, or becomes insolvent or bankrupt or admits in writing its or his inability to pay its or his debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its or his property or such a trustee, custodian or receiver is appointed for Mortgagor, D. S. Tax, or Beneficiary, or for the major part of the properties of any of them and is not discharged within thirty (30) days after such appointment, or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor, D. S. Tax, or Beneficiary, and it is instituted against such party are consented to or acquiesced in or are not dismissed within thirty (30) days after such institution, or Mortgagor, D. S. Tax, or Beneficiary, takes any action in contemplation of or furtherance of any of the foregoing; or (g) there shall be any execution, attachment or levy on the Mortgaged Premises, not stayed or released within thirty (30) days; or (h) any financial or other information submitted by the Beneficiary or D. S. Tax proves untrue in any material respect; or (i) the Mortgaged Premises are abandoned; or (j) the Beneficiary shall fail or refuse to pay Environmental Costs as herein defined; or (k) any hazardous substance or waste, industrial waste, pollution control waste or toxic substance, within the meaning of any applicable Federal, state or local environmental statute, ordinance, rule or regulation (collectively, "Hazardous Substances") shall be installed, used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Mortgaged Premises, or transported to or from the Mortgaged Premises, in violation of any Federal, state or local environmental statute, ordinance, rule or regulation; or (l) the Beneficiary shall fail or refuse voluntarily to

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14. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder: (a) default in the payment, when

13. This Mortgage shall secure, in addition to all other indebtedness and obligations herein recited, any loss, liability, penalty, damage, expense, or judgment including reasonable attorneys' fees incurred by Mortgagee by reason of any actual or alleged violation of any applicable statute, ordinance, rule or regulation for the protection of the parcels or by reason of imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation ("Environmental Costs").

MORTGAGOR HEREBY FURTHER WAIVES, ON BEHALF OF ITSELF, ALL BENEFICIARIES OF MORTGAGOR, AND ANY PERSON CLAIMING BY OR THROUGH MORTGAGOR OR ANY BENEFICIARY OF MORTGAGOR, ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, AND ALL OTHER HOMESTEAD RIGHTS AND BENEFITS IN THE MORTGAGED PREMISES, OF EVERY KIND AND DESCRIPTION.

12. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but does hereby waive the benefit of such laws. MORTGAGOR EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF, ON BEHALF OF THE BENEFICIARIES OF MORTGAGOR, ON BEHALF OF ALL PERSONS CLAIMING OR HAVING AN INTEREST (DIRECT OR INDIRECT) BY, THROUGH OR UNDER MORTGAGOR AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE HEREOF, IT BEING THE INTENT OF MORTGAGOR HEREBY THAT ANY AND ALL SUCH RIGHTS OF REDEMPTION OF MORTGAGOR AND OF ALL OTHER PERSONS ARE AND SHALL BE DEEMED TO BE HEREBY WAIVED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS.

11. This Mortgage shall constitute a security agreement between Mortgagor and Mortgagee with respect to that portion of the Mortgaged premises constituting property or interests in property, whether real or personal, including any and all sums deposited by Mortgagor and held by Mortgagee which are subject to the priority and perfection provisions of the Illinois Uniform Commercial Code. Therefore, to secure payment of the Notes and all other indebtedness and obligations of Mortgagor hereunder, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged premises and in all such deposits and agrees that, upon an Event of Default, Mortgagee shall have all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

10. If Mortgagor shall transfer, convey, alienate, pledge, hypothecate or mortgage the Mortgaged Premises or any part thereof, or any beneficiary of Mortgagor shall transfer, convey, alienate, pledge or hypothecate his beneficial interest or shall alter in any way the Trust Agreement under which Mortgagor holds title, or shall sell, transfer or assign the shares of stock of any corporate owner of the Mortgaged premises or of any corporation which is the beneficiary of the Mortgaged premises, at its option, may accelerate the maturity of the Notes and declare them to be due and payable forthwith.

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clean up and to bear the cost of cleaning up all Hazardous Substances on, under or about the Mortgaged Premises within sixty (60) days after their discovery, or after receipt from any environmental agency or any other governmental unit or authority that a violation of any applicable Federal, state or local environmental statute, ordinance, rule or regulation has occurred; or (m) Beneficiary shall die or become incompetent; or (n) D. S. Tax shall terminate or dissolve, or cease doing business as a going concern; or (o) an event of default shall occur under the Security Agreement of even date herewith between Borrowers as debtors and Mortgagee as secured party, or any other document or instrument securing the Notes or relating thereto, and such default shall not be cured within the applicable grace period provided for therein, if any.

15. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagee from complying with the terms of this instrument and of the adequacy of the security for the Notes) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements: (a) Mortgagee may, by written notice to Mortgagee, declare the Notes and all unpaid indebtedness of Mortgagee hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind; (b) Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (1) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law; or (2) by the foreclosure of this Mortgage in any manner permitted by law; (d) Mortgagee shall, as a matter of right, without giving bond to Mortgagee or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagee or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagee hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagee or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise; (e) Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged

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17. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagor in the performance by Mortgagor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagor of such performance in any other instance or any other obligation hereunder. The failure of Mortgagee to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Notes, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

16. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

at the time such costs are incurred.

15. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

14. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

13. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

12. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

11. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

10. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

9. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

8. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

7. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

6. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

5. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

4. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

3. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

2. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

1. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

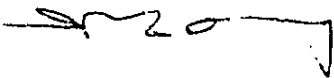
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Property of Cook County Clerk's Office

Dewey D. Sustar



The undersigned beneficiary (the "Beneficiary") of First Bank of Oak Park Trust Agreement dated August 30, 1977, and known as Trust No. 11124, hereby executes this Mortgage, Assignment of Leases and Security Agreement for the purpose of joining herein, and making, undertaking and agreeing to the covenants, obligations, and representations of the Mortgagor herein. The Beneficiary hereby covenants to Mortgagee and agrees to be bound by, and to be deemed to have entered into and made, all of the Mortgagor's covenants, obligations, obligations and representations (which shall constitute covenants, agreements, obligations and representations of the Beneficiary) under the Mortgage, with the same force and effect as if they were fully set forth herein verbatim.

IN WITNESS WHEREOF, Beneficiary has executed this Mortgage, Assignment of Leases and Security Agreement as of the day and year first above written.

JOINDER BY THE BENEFICIARY

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24. This Mortgage is executed by First Bank of Oak Park, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and First Bank of Oak Park 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 the Notes shall be construed as creating any liability on First Bank of Oak Park personally to pay the Notes or any interest that may accrue thereon, or any indebtedness

23. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagee, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, vendees and assigns of such parties, whether so expressed or not. In addition, all covenants, promises and agreements of Mortgagee herein shall be binding upon any other parties claiming any interest in the Mortgaged Premises under Mortgagee. If more than one party signs this instrument as Mortgagee, then the term "Mortgagee" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagee" shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Notes or this Mortgage.

22. This Mortgage shall be construed in accordance with and governed pursuant to the laws of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

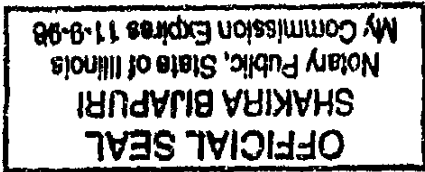
21. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagee or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

20. If by the laws of the United States of America, or of any state having jurisdiction over the Mortgagee, any tax is due or becomes due in respect of the issuance of the Notes, the Mortgagee shall pay such tax in the manner required by such law.

19. Mortgagee represents and agrees that the proceeds of the Notes will be used for business purposes and that the Notes and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of Section 205/4 of Chapter 815 of the Illinois Compiled Statutes.

18. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Notes.

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My Commission expires: 11-9-96

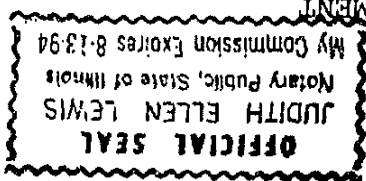
Notary Public

Shakira Bijapuri

93576217

Given under my hand and notarial seal this 14th day of July 1993.
I, SHAKIRA BIJAPURI, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Dewey D. Suster, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)



My Commission expires:

Notary Public

Judith Ellen Lewis

Given under my hand and notarial seal this 17th day of July 1993.
I, Judith Ellen Lewis, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Frederic W. Meek, Vice-president of First Bank of Oak Park and Frank J. Prucha III, Assistant Secy. of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s) he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

UNOFFICIAL COPY

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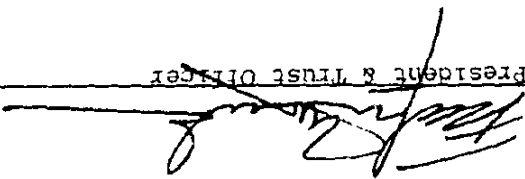
Property of Cook County Clerk's Office

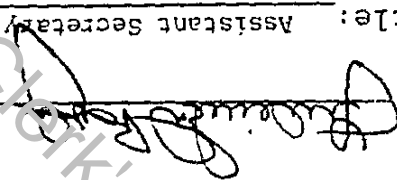
accruing hereunder, or to perform any covenants, conditions and agreements herein or therein contained, either express or implied, all such liability, if any, being expressly waived by Mortgagee and every person now or hereafter claiming any right or security hereunder. Mortgagee further acknowledges and agrees that Mortgagee's sole recourse against Mortgagee shall be to proceed against the Mortgaged Premises and other property given as security for the payment of the Notes and other indebtedness and obligations hereby secured, in the manner herein, in the Notes and related loan documents and by law provided.

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage the day and year first above written.

FIRST BANK OF OAK PARK, not personally, but solely as Trustee under Trust No. 11124

ATTEST

By:  Vice-President & Trust Officer

By:  Assistant Secretary
Title: _____
Title: _____