

MORTGAGE

THIS MORTGAGE (the "Mortgage") is made this 1st day of January, 1993 by NHS Redevelopment Corporation, a not-for-profit corporation ("Borrower"), to the Illinois Housing Development Authority ("Lender"), a body politic and corporate created by and existing pursuant to the Illinois Housing Development Act Laws 1967, p. 1931 constituting Illinois Revised Statutes, Chapter 67 1/2, Section 301 et. seq., as amended and supplemented.

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-FIVE THOUSAND SIX HUNDRED FIFTY-FOUR AND 61/100 DOLLARS (\$55,654.61) which indebtedness is evidenced by Borrower's note dated January 1st, 1993 (the "Note"), providing for the payment of principal, with the balance of the indebtedness, if not sooner paid, due and payable on January 1st, 1996 (the "Maturity Date");

WHEREAS, the Loan is evidenced, secured and governed by, among other things: (a) the Conditional Commitment Letter from Lender to or for the benefit of Borrower dated July 27, 1992 (the "Commitment"), (b) the Promissory Note (the "Note"), (c) this Mortgage, (d) the Regulatory and Land Use Restriction Agreement of even date herewith executed by Borrower and Lender (the "Regulatory Agreement"), and (e) the Acquisition and Rehabilitation Fund Agreement dated January 1st, 1993 between Borrower and Lender ("Fund Agreement"). This Mortgage, the Commitment, Note, Regulatory Agreement, Fund Agreement and all other documents executed by Borrower which evidence or secure the Loan are hereinafter sometimes collectively referred to as the "Loan Documents".

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, (b) the payment of all other sums, if any, with interest thereon, which may be advanced by Lender in accordance herewith or as permitted by law to protect the security of this Mortgage, and (c) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

This instrument was prepared by and should be returned to:  
Michael Paul Rose  
Illinois Housing Development Authority  
401 N. Michigan Ave., Suite 900  
Chicago, Illinois 60611

DEPT-01 RECORDING \$33.50  
T#2222 TRAN 4594 01/20/93 11:13:00  
#25914 \*-93-046710  
COOK COUNTY RECORDER

93046710

330/35/3

2/2/93 11/16/93

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

203046710

LOT 38 IN BLOCK 1 IN B.F. JACOBS SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 627 FEET THEREOF) IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-30-201-020  
which has the address of 7139 South Winchester, Chicago,  
Illinois 60636;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower and Lender covenant and agree as follows:

1. **Incorporation of Other Documents.** The Loan Documents are hereby incorporated by reference herein and made a part hereof, and any default by Borrower under any of the Loan Documents that is not cured within any applicable cure or grace period therein shall constitute a default under this Mortgage.
2. **Payment of Principal.** Borrower shall promptly pay the principal of the indebtedness evidenced by the Note.
3. **Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.** Borrower shall (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the Property that may become damaged or be destroyed; (b) after completion of the rehabilitation of the Property, keep the Property in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness that may be secured by a lien or charge on the Property superior to the lien hereof, except a senior lien approved by the Lender, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender; (d) obtain all governmental approvals required by law for the acquisition, construction and ownership of the Property; (e) complete, within a reasonable time, any building or buildings now or at any time in process of erection upon the Property, (f) cause the Property to comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Property and the use thereof; (g) make no alterations in the Property without Lender's written approval; (h) suffer or permit

93046710

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0046717

no change in the general nature of the occupancy of the Property without Lender's written consent; (i) initiate or acquiesce in no zoning variation or reclassification of the Property, without Lender's written consent.

**4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Such insurance shall include a standard mortgage clause in favor of Lender. Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower.

**5. Payment of Taxes, Insurance Premiums, Utility Charges.** Borrower shall pay when due all real estate taxes, assessments, water rates, sewer, gas or electric charges, insurance premiums and any imposition or lien on the Property, and in default thereof, Lender may, at its option, pay the same. The sum or sums so paid by Lender shall be added to the Mortgage. Lender shall have the right to declare immediately due and payable any amount paid by it for any such real estate tax, assessment, water rate, sewer, gas or electric charge, insurance premium or imposition or lien, whether or not the same shall have priority over this Mortgage. Borrower shall, upon written request of Lender, furnish to Lender duplicate receipts evidencing payment of taxes and assessments, insurance premiums and utility charges, and in such event, Borrower shall deposit with Lender an amount deemed reasonably necessary by Lender to pay such taxes in the event that Borrower's challenge shall fail.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, provided that such condemnation or transfer takes place before the Maturity Date of the Note, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial

03046710

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

7 2 0 4 6 7 1 9

taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

**7. Forbearance by Lender Not a Waiver.** Any forbearance by Lender 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 such right or remedy.

**8. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**9. Successors and Assigns Bound.** Subject to the provisions of Paragraph 11 hereof, the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage. All covenants and agreements of Borrower shall be joint and several.

**10. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at 747 North May Street, Chicago, Illinois 60622, and (b) any notice to Lender shall be given by mailing such notice by certified mail, return receipt requested, addressed to Lender at Suite 900, 401 North Michigan Avenue, Chicago, Illinois 60611, Attention: Legal Department, or at such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**11. Transfer of the Property.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by will, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

**12. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in

93046710

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

6045710

paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

**13. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

**14. Release upon Payment and Discharge of Borrower's Obligations.** Lender shall release this Mortgage and the lien thereof by proper instrument(s) upon payment and discharge of the amount due under the Note.

**15. Additional Advances.** At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage secures the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Lender in connection with the Mortgage, all in accordance with the Note and this Mortgage; provided, however, that in no event shall the total amount secured by the Mortgage, including Loan proceeds disbursed plus any additional charges, exceed three hundred percent (300%) of the face amount of the Note. All such advances are intended by the parties hereto to be a lien pursuant to this Mortgage from the time this Mortgage is recorded, as provided under applicable law.

**16. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 12 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 12 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following a judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0046710

entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on the date first above written.

NHS REDEVELOPMENT CORPORATION

ATTEST:

By:

Paul L. Ceranski  
Its: Gen. Counsel

By:

Cathy Davis  
Its: Asst. Sec.

25MORT.RPT(TP/cbk)

Property of Cook County Clerk's Office

93046710

UNOFFICIAL COPY

Property of Cook County Clerk's Office

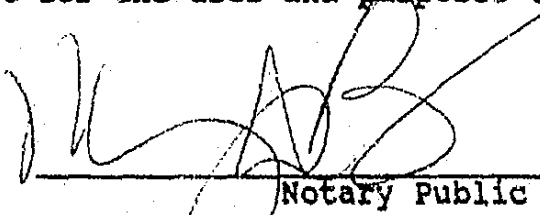
# UNOFFICIAL COPY

3045710

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

On this 15 day of January, 1993, I do hereby certify that the above-named Paul Cerasole, 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 free and voluntary act for the uses and purposes therein set forth.

OFFICIAL SEAL  
Mary Ann B. [unclear]  
Notary Public, State of Illinois  
My Commission Expires [unclear]

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Cook County Clerk's Office

93045710

UNOFFICIAL COPY

Property of Cook County Clerk's Office