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19. Default. This default shall be made in the case of non-payment of the Note, or any installment due in accordance with the terms...

16. Prohibition on Sale of Assets

A. Any sale, assignment, assignment, pledge, hypothecation, encumbrance or other transfer of this Note, or any interest in, or the...

B. For the purposes of, and without limiting the generality of, Paragraph 16A, the occurrence of any one of any of the following...

C. It is understood and agreed that the indebtedness hereby secured solely due to the financial institution, creditworthiness,...

D. Any consent by Lender to, or any waiver of any event which is prohibited under this Paragraph 16, shall not constitute a...

17. Default of Guarantor. The Note has been guaranteed, by separate Guaranty, by Terrence H. Engelbracht

and if it is a corporation that in case any guarantor shall be declared a bankrupt, or shall file a petition in voluntary bankruptcy...

18. Guaranty. When the indebtedness hereby secured in any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to enforce the lien hereof for such indebtedness...

All expenditures and expenses of the nature in this Paragraph mentioned, and such amounts and fees as may be incurred in the protection of said Premises...

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the order set forth in Paragraph 7 of the Note; and the surplus (if any) to B.orrower...

19. 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...

20. 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 being required to do so, apply any moneys at the time on deposit pursuant to Paragraph 4 hereof...

21. Lender's Right 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 third parties...

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16. **Rights of Lender.** In case of default hereon, Lender may, but need not, make full or partial payments of principal or interest on prior mortgages, liens and purchase charge mortgages or other liens for less or other prior liens to help or claim thereof, or redeem from any such mortgages or liens, or effect any other lien or mortgages. All moneys paid for any of the purposes herein authorized and all moneys paid or received in connection therewith, including attorneys' fees, and any other moneys advanced by Lender to protect the Premises and the lien hereof, shall be in such additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon from the date of the disbursement of the moneys in the Note; provided that the aggregate amount of the indebtedness secured hereby together with all such additional moneys advanced shall not exceed five hundred (500) percent of the amount of the original indebtedness secured hereby. Action of Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower.

17. **Waiver.** Any action taken by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or prejudice the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes 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 Mortgage or to demand repayment of the amounts so paid, with interest, as provided herein or in the Note.

18. **Waiver by Borrower.** Borrower waives the benefit and agrees not to invoke any appraisal, valuation, stay, extension or suspension laws or any so-called moratorium laws, now existing or hereafter enacted, in order to prevent or hinder the enforcement of secured moneys of this Mortgage. Borrower and all who may claim through or under Borrower waives any and all rights to have the property and estate comprising the mortgaged Premises controlled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to issue any such laws under the mortgaged Premises shall be an enemy. Borrower hereby waives any and all rights of redemption from said moneys and of the doctrine of foreclosure of this Mortgage on Borrower's behalf and on behalf of each and every person, except decree or judgment creditors of Borrower, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Borrower hereby waives and releases all rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois.

19. **Binding.** This Mortgage 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 payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Note of this Mortgage, and shall include the singular or plural as the context may require. All obligations of Borrower hereunder shall be joint and several if more than one party comprise the Borrower. The word "Lender" when used herein shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note secured hereby.

20. **No Merge.** It is the desire and intention of the parties herein that this Mortgage and the lien hereof do not merge in fee simple title, the Premises is hereby subdivided and agreed that should Lender acquire any additional interest in or to the Premises in the ownership thereof, then unless a contrary order is manifested by Lender, as evidenced by an express statement to that effect in an appropriate document duly executed, this Mortgage and the lien hereof shall not merge in the fee simple title, in whole or in part, in the event that this Mortgage may be foreclosed as it covered by a change in the law of the State.

21. **Release.** Lender shall release this Mortgage and the lien thereon 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.

22. **Borrower not a Joint Debtor.** 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 being a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document used or being used in securing any of the indebtedness secured hereby, or otherwise.

23. **Notice.** Any notice which either party hereon may desire or be required to give to the other party shall be in writing and the writing thereon by certified mail addressed to the Borrower or Lender at the address set forth above, or at such other place as any party hereon may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

24. **Severability.** In the event any of the provisions contained in this Mortgage or in any other Loan Documents (as defined in the Note) shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provisions of this Mortgage, the obligations secured hereby or any other Loan Documents and same shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and therein. This Mortgage has been executed and delivered at Chicago, Illinois and shall be construed in accordance therewith and governed by the laws of the State of Illinois.

25. **Capitulation.** The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as limiting or limiting in any way the scope or intent of the provisions hereof. If never used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

26. **Assignment of Rights and Liens.** 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 unto Lender all Borrower's right, title and interest in same under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or enjoyment of, the Premises or any part thereof, which may have been heretofore or shall be hereafter made or agreed to or which may be made or agreed to, by Borrower or any agents or beneficiaries under the 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 rents thereon, to 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 rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter exist on the Premises.

B. 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 month in advance and that the payment of none of the rents to accrue for any portion of the Premises has been or will be without Lender's consent, waiver, release, reduced, discounted or otherwise discharged or compromised by Borrower. Borrower shall not grant any right of set-off or payment or 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 mortgagee 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 entered against Lender, all such liability being expressly waived 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 assignments and assignments to the Premises as Lender shall from time to time require.

E. Although it is the intention of the parties that the assignment contained in this Paragraph 26 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as there is no Event of Default hereunder, Borrower shall have the privilege of collecting and retaining the rents accruing under the leases assigned hereby, until such time as Lender shall elect to collect such rents pursuant to the terms and provisions of this Mortgage.

F. Borrower expressly covenants and agrees that if Borrower, as lessee under any lease for all or any part of the Premises, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or lease, or any of them on its part to be performed or fulfilled, at the time and in the manner in said lease or lease provided, or if Borrower shall suffer or permit to occur any breach or default under the provisions of any assignment or any lease or lease given as additional security for the payment of the indebtedness secured hereby, such breach or default shall constitute a default hereunder and entitle Lender to all rights available to it in such event.

G. At the option of Lender, this Mortgage shall become entire and subordinate, in whole or in part (but not with respect to priority of enforcement to mortgage 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 unilateral declaration to that effect.

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This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 114776 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

SEE REVERSE SIDE FOR COMPLETE LIST OF PARTIES

IN WITNESS WHEREOF, Trustee has executed this Mortgage

LASALLE NATIONAL TRUST, N.A.

not personally but solely as Trustee aforesaid

By: [Signature]
Its: Vice President

ATTEST

[Signature]
Its: Secretary

DOCUMENT PREPARED BY

Kevin P. Bennett
Kurt Eberhart & Associates
200 North LaSalle Street
Suite 2000
Chicago, Illinois 60601

RETURN TO REGISTRAR: 801.340

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STATE OF ILLINOIS)

COUNTY OF COOK)

MARINET DENISEWICZ

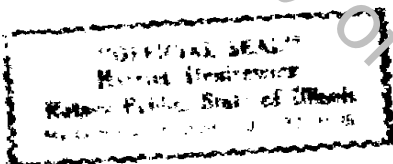
J. _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY

that _____ as _____ President
and **SUSAN M. LOGAN** as **ASST** Secretary

of _____ as
Trustee under Trust Agreement dated April 1, 1991 and known as Trust
No. 116179 who are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such _____ President
and **ASST** Secretary of said Company, 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 Company for the uses and purposes therein set forth; and said **ASST**
Secretary did then and there acknowledge that he, as custodian of the corporate
seal of said Company did affix the corporate seal of said Company to said
instrument as his own free and voluntary act and as the free and voluntary act of
said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of FEBRUARY

1991



Marinet Denisewicz
Notary Public

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EXHIBIT A

LOT 6 IN BLOCK 7 IN LINCOLN MANOR 4TH ADDITION, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF MIDLOTHIAN TURNPIKE IN COOK COUNTY, ILLINOIS.

ADDRESS: 4111 W. 136th Place, Robbins, Illinois

P.L.N. # 28-03-209-015

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