

## RECORDATION REQUESTED BY:

DREXEL NATIONAL BANK  
3401 South King Drive  
Chicago, IL 60616

COOK COUNTY, ILLINOIS  
TUESDAY, MARCH 30, 1993  
SECOND

## WHEN RECORDED MAIL TO:

DREXEL NATIONAL BANK  
3401 South King Drive  
Chicago, IL 60616

MAR 30 PM 1:06

93232566

## SEND TAX NOTICES TO:

DREXEL NATIONAL BANK  
3401 South King Drive  
Chicago, IL 60616

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

31

## MORTGAGE

THIS MORTGAGE IS DATED MARCH 26, 1993, between WHITMAN ARCHITECTURAL & CONSTRUCTION, INC., whose address is 3015 WEST WILLOW, CHICAGO, IL 60647 (referred to below as "Grantor"); and DREXEL NATIONAL BANK, whose address is 3401 South King Drive, Chicago, IL 60616 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

THE SOUTH 23.25 FEET OF LOT 10, LOTS 10 AND 11 IN CHARLES CLEAVER'S SUBDIVISION OF LOTS 3 TO 8 OF BLOCK 2 OF DYER AND DAVISSON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 3334 SOUTH CALUMET STREET IN CHICAGO, ILLINOIS.

The Real Property or its address is commonly known as 3334 SOUTH CALUMET, CHICAGO, IL 60616. The Real Property tax identification number is 1734122074; 1734122075; 173412076.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means WHITMAN ARCHITECTURAL & CONSTRUCTION, INC.. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce collections of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means DREXEL NATIONAL BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated March 28, 1993, in the original principal amount of \$18,400.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.000%. The maturity date of this Mortgage is March 28, 1994.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premium) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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**TAXES AND LINES.** The following provisions relating to the taxes and lines on the property are a part of this message.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantee's compliance with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantee shall comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantee shall comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable during any proceeding, including administrative appeals, so long as Grantee has notified Lender of such proceedings or regulation and withheld consent until any such proceeding or regulation is completed or withdrawn and until Grantee has been granted a reasonable time to correct any violation of the Property.

**Removal of Improvement(s).** Grantor shall not demand or require any improvement(s) or the Real Property without the Prior written consent of Landor. As a condition to the removal of any improvement(s), Landor may require Grantor to make arrangements satisfactory to Landor to replace such improvements with improvements of at least equal value.

Rental from the Property.

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and outfit the same in accordance with the provisions of the Agreement.

**PERFORMANCE AND PAYMENT**, Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage, except as set forth in the following section.

INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS  
MADE AS PART OF THIS MORTGAGE, INCLUDING THE INDENTURES AND DOCUMENTS, THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

(Continued)

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**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall insure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the

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**MORTGAGE** (Continued)

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**WALTERS AND CONNERS / LANDS APPOINTED AS COUNSEL FOR THE MCGRAW-HILL PUBLISHING COMPANY**

member of the Commonwealth of Massachusetts and was given all rights and benefits of the territorial exemption laws of the state of

Time is of the essence. Time is of the essence in the performance of this marriage.

**Successors and Assignees.** Subject to the limitations set forth in this Mortgage or to the transfer of Grantor, this Mortgage shall be binding upon successors and assigns of the parties, their successors and assigns, or ownership of the Property becomes vested in a person other than Grantor, and shall run to the benefit of the parties to the original mortgage and their heirs, executors, administrators, and personal representatives.

**Section 50 of the Act** provides that where any provision of this section is held invalid or unenforceable as to any person or class of persons, it shall not render invalid or unenforceable any other provision of this section.

merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time.

**Caption Headings.** Caption headings in this Message are for convenience purposes only and are not to be used to interpret or define the categories of the Message.

polymers measured by and compared with the laws of the State of Illinois.

"Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Property of John Doe sought to be construed by the Commissioner of Motor Vehicles.

Americanos, together with any Relatifs Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Message. No alteration or amendment to this Message shall be effective unless given in writing and signed by the parties.

**RECEILLERANEOUS PROVISIONS.** The following recessional provisions are a part of the Master Agreement. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**ARTICLES TO CHARTER AND OTHER PARTIES.** Any notice under this Charter and any notice of default and any notice of modification without limitation any notice of default and any notice of

Parties agree that in the event of a dispute arising between them concerning the interpretation or application of this Agreement, they shall first attempt to resolve it amicably through negotiations.

Waiver: Election of Remedies. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the rights before the time of the sale or disposition.

**Method of Sale.** Lender shall give Grantee reasonable notice of the time and place of any public sale of the Personal Property to be made. Reasonable notice shall mean notice given at least

exercising the rights and remedies. To the extent permitted by applicable law, Landlord reserves the right to waive the Property Taxes and all other taxes and assessments on all or any portion of the Property.

**Other Remarks.** Landers shall have all other rights and remedies provided in this Note or available at law or in equity.

**Deficiency Judgment:** If permitted by applicable law, lenders may obtain a judgment against a borrower in the amount of the deficiency remaining in the indebtedness due to

whether or not the appraised value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a Person from serving as a receiver.

Merger of the two companies will be effected by the transfer of all assets and liabilities of the new company to the existing company.

Gratuit and to negotiate the terms and collect the proceeds. Payment by tenancies or other users is under the demand detailed. Lender may exercise its authority under the sublease agreement to collect the payment if the lessee fails to do so.

(переводчик)

otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**WHITMAN ARCHITECTURAL & CONSTRUCTION, INC.**

By:

DANIEL WHITMAN, OWNER

This Mortgage prepared by: B. HOLMES-DREXEL NATIONAL BANK  
3401 SOUTH KING DRIVE  
CHICAGO, ILLINOIS 60616

**CORPORATE ACKNOWLEDGMENT**

STATE OF IL)

) ss

COUNTY OF \_\_\_\_\_

On this 26th day of March, 1993, before me, the undersigned Notary Public, personally appeared DANIEL WHITMAN, OWNER of WHITMAN ARCHITECTURAL & CONSTRUCTION, INC., and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Rose Zawacki

Notary Public in and for the State of IL

"OFFICIAL SEAL"

- ◀ Rose Zawacki
- ◀ Notary Public, State of Illinois
- ◀ My Commission Expires 9/5/93

Residing at \_\_\_\_\_

My commission expires 9-5-93

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