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MORTGAGE

THIS MORTGAGE is dated as of this 30th day of April, 1993 by Harris Bank Winnetka, N.A., not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated July 1, 1988 and known as Trust Number L3589 (the "Mortgagor").

WITNESSETH:

15.77 (BAN 8150 05/04/93 10:09:00)
11419 * -93-332144
COOK COUNTY RECORDER

WHEREAS, Harris Bank Winnetka, N.A., as Trustee under a Trust Agreement dated June 14, 1988 and known as Trust Number L3585 ("Trustee") is indebted to Bank of Northern Illinois (the "Mortgagee") in the principal sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), which indebtedness is evidenced by its Mortgage Note of even date herewith. The Mortgage Note is incorporated herein by reference; and

WHEREAS, N.H. Scott and Hebblethwaite Funeral Home, Inc., an Illinois corporation (the "Company"), is indebted to the Mortgagee in the principal sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) which indebtedness is evidenced by its Installment Note of even date herewith, which is also incorporated herein by reference; and

WHEREAS, the Mortgage Note and Installment Note are hereinafter collectively referred to as the "Notes"; and

WHEREAS, the beneficiaries of the Trust Agreement by which the Mortgagor was created ("Beneficiaries"), have directed the Mortgagor to execute this Mortgage.

NOW, THEREFORE, TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Notes, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby MORTGAGE, GRANT AND CONVEY to the Mortgagee the property legally described on Exhibit A attached hereto located in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, which, with the property hereinafter described, is referred to as the "Premises",

TOGETHER with all buildings and improvements now or hereafter constructed upon said real estate or any part thereof, all heretofore or hereafter vacated alleys and streets abutting said real estate, and all fixtures and equipment located thereon or installed hereafter, said fixtures and equipment being pledged

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primarily and on a parity with said real estate and which shall be deemed to be part of the real estate to the extent they are permanently affixed thereto;

TOGETHER with all rents, issues and profits and leases thereof for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, and the tenements, hereditaments, easements and appurtenances.

TO HAVE AND TO HOLD for the equal security of the aforesaid Notes without preference or priority of either of said Notes over the other by reason of priority of time or of the negotiation thereof or otherwise.

MORTGAGOR DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

FIRST: Payment: Mortgagor shall pay when due all amounts provided for herein.

SECOND: Preservation and Maintenance of Property:
Mortgagor will abstain from and will not permit the commission of waste on the Premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the Premises. Mortgagor shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said Premises, or remove the same therefrom, or permit any tenants or other person to do so, without the prior written consent of the Mortgagee. Mortgagor will not permit any portion of the Premises to be used for any unlawful purposes. Mortgagor covenants and agrees that in the ownership, operation and management of the Premises Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building code, environmental Protection and equal opportunity statutes, ordinances, regulations, orders and restrictions.

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THIRD: Hazard Insurance: Mortgagor shall keep all the Premises insured against loss or damage by a hazard insurance policy with extended coverage in an amount equal to the full insurable value of the Premises and all improvements thereon. Said policy shall name the Beneficiaries and the Mortgagor as insureds thereunder. Mortgagor shall also provide (i) comprehensive general liability insurance with such limits for personal injury and death and property damage as Mortgagee may, from time to time, require, and (ii) other insurance as reasonably requested by the Mortgagee. All policies of insurance to be furnished hereunder shall be in form, content, and amount and with insurer or insurers satisfactory to Mortgagee, and with the exception of liability insurance, shall contain a Standard

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Mortgage Clause in favor and in form and content satisfactory to the Mortgagee, subject to the rights of the Federal Home Loan Mortgage Corp., the prior mortgage holder ("FHLMC"). The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days notice to the Mortgagee prior to any cancellation thereof. In the event of loss or damage, the Mortgagee shall, after deducting the costs of collection thereof, if any, make the insurance proceeds available to the Mortgagor for repair and restoration, provided: (a) the proceeds are deposited with the Mortgagee; (b) there is no default under the terms of the Note, Mortgage, or any other instrument securing the indebtedness; (c) the insurance carrier does not deny liability to a named insured; (d) the Mortgagee shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to such costs and appropriate plans and specifications; (e) if the estimated costs of reconstruction shall exceed the proceeds available, Mortgagor shall furnish a bond of completion or such other evidence reasonably satisfactory to the Mortgagee of the Mortgagor's ability to meet with excess costs; (f) disbursement of the proceeds during the reconstruction shall be upon an architect's certification as to the cost of the work done and evidence that there are no liens arising upon the reconstruction. No payment made prior to the final completion of work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of the said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the costs of completion of the work free and clear of liens; (g) final payment shall be upon an architect's certificate and certification by one of the Mortgagee's appraisers as to completion in accordance with plans and specifications, and (h) the FHLMC consents to the foregoing. The building and improvements so restored or rebuilt are to be of at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the excess proceeds of the loss under any policy shall be paid over to the Mortgagee after payment to FHLMC and shall be applied toward the payment of all amounts payable by Mortgagor to Mortgagee, whether or not then due and payable.

FOURTH: Charges, Liens: Mortgagor shall pay when due all taxes and assessments that may be levied on said Premises, and shall promptly deliver to Mortgagee receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage whether levied against Mortgagor or otherwise.

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FIFTH: Funds for Taxes and Insurance: If requested by Mortgagee, Mortgagor shall pay to Mortgagee, at the times provided in said Mortgage Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the Premises, and installments of the premiums that will become due and payable to renew the insurance hereinabove provided; said installments to be substantially equal and to be in such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Mortgagor will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Mortgagee shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay taxes and to maintain insurance as above provided. In the event of any default by Mortgagor, Mortgagee may, at its option but without any obligation on its part so to do, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagor to Mortgagee under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable.

SIXTH: Protection of Mortgagee's Security: If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All reasonable amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forth with on demand, with interest thereon at the default rate applicable under the Notes from the date of expenditure.

SEVENTH: Reimbursement For Mortgagee Legal Expense: Should Mortgagee incur any cost or expense, including attorneys' fees, in enforcing its rights hereunder or in protecting the Premises, or in the event that Mortgagee is made a party to any suit or proceeding by reason of the interest of Mortgagee in the Premises, or if Mortgagee institutes proceedings to foreclose the mortgage granted hereunder, Mortgagor shall reimburse Mortgagee for all reasonable costs and expenses, including reasonable

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attorneys' fees, incurred by Mortgagee in connection therewith, whether or not any legal action is filed. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forth with on demand, with interest thereon at the default rate under the Notes from the date of expenditure.

EIGHTH: Acceleration: Should a default occur as specified in paragraph Eighteenth herein or in any other instrument or agreement given to secure or further evidence the Notes or any other indebtedness secured hereby, which default is not cured within the applicable grace period, or in the event judicial proceedings are instituted to foreclose a lien upon the mortgaged Premises or any part thereof, Mortgagee may at any time after such default and expiration of such grace period, declare the principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. The commencement of proceedings to foreclose this Mortgage shall, in any event, be deemed such declaration. In addition to any other right or remedy which Mortgagee may now or hereafter have by law, the Mortgagee shall have the right and power (a) to foreclose this Mortgage by legal action, as provided by Illinois Statute and the rule of practice relating thereto; and (b) to enter upon and take possession of said Premises with the irrevocable consent of Mortgagor as given and evidenced by its execution of this instrument, and as Mortgagee in possession, let said Premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all reasonable charges and expenses deemed by Mortgagee to be necessary, on account of the indebtedness secured hereby, Mortgagor for itself and any subsequent owner of said Premises hereby agreeing to pay to Mortgagee in advance a reasonable rent for the Premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispossess any tenant defaulting in the payment of rent to Mortgagee or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

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NINTH: Application of Proceeds of Foreclosure: Upon a foreclosure sale of said Premises or any part thereof, the proceeds of such sale shall be applied in the following order:

(a) To the payment of all costs of the suit of foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;

(b) To the payment of all other expenses of Mortgagee incurred in connection with the foreclosure, including all money

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expended by Mortgage and all other amounts payable by Mortgagor to Mortgagee hereunder, with interest thereon;

(c) To the payment of the indebtedness secured by the mortgage on the Premises held by the FHLMC;

(d) To the payment of the principal and interest of the indebtedness secured hereby;

(e) To the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

TENTH: Waiver of Homestead: Mortgagor waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof.

ELEVENTH: Receiver, Mortgagee in Possession: Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Mortgagee, place the Mortgagee in possession or appoint a receiver of the mortgaged Premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the mortgaged Premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of said Premises, and to collect the rent, issues and profits of said Premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, its successors and assigns, except for the intervention of such mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises, during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the costs of management of the property and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums for receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; (c) the deficiency in case of sale and deficiency. Any such proceeding shall in no manner

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prevent or retard the collection of said indebtedness by foreclosure or otherwise.

TWELFTH: Condemnation: Any and all awards hereafter made or to be made to the present and all subsequent owners of the Premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the Premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittance therefor. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said Premises or any easement therein or appurtenant thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the Premises affected thereby, subject to the following conditions; (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said Premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or

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rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the proceeds shall be paid over to Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagor to Mortgagee, whether or not then due and payable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said Premises nor obligated to take any action to restore the said improvements.

THIRTEENTH: Business Loan: Mortgagor warrants that the proceeds of the Note secured by the Mortgage will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 640^{1/2}, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said section.

FOURTEENTH: Severability: Nothing contained herein or in the Notes nor any transaction related thereto, shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagee to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any error.

FIFTEENTH: Partial Releases: Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the Premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Notes and this Mortgage or any other security given for the indebtedness secured hereby and without in anyway affecting the priority of the lien of this Mortgage and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, of any person or entity personally obligated for the indebtedness secured hereby.

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SIXTEENTH: Environmental Warranty:

(a) The Mortgagor hereby represents and warrants to the Mortgagee that neither the Mortgagor, the Beneficiaries, nor, to the best of the Mortgagor's knowledge after commercially reasonable investigation, any other person or entity, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Premises or any part thereof, and that the Premises has never been used by the Mortgagor, the Beneficiaries, or, to the best of the Mortgagor's knowledge after commercially reasonable investigation, by any other person or entity, as a temporary or permanent dump or storage site for any Hazardous Material. Mortgagor hereby represents to the Mortgagee that neither the Mortgagor nor the Beneficiaries will or will permit any other person or entity to cause or permit any Hazardous Material to be placed, held, located or disposed of on, under or at the Premises or any part thereof other than petroleum products stored for sale at retail in fully approved licensed and registered storage and dispensing facilities. "Hazardous Material" means any hazardous, toxic, or dangerous waste, substance or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, and shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Premises is located, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or environment, including petroleum products, asbestos and including any material or substances that are listed in the United States Department of Transportation Hazardous Material Table, as amended, 49 C.F.R. 172.101, or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. subsections 9601 et seq., or the Resources Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq., or any other applicable governmental law or regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, as now or at any time hereafter in effect.

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(b) The representations and warranties made in this paragraph SIXTEENTH shall survive: (i) any transfer of all or any portion of the beneficial interest in, to and under the Trust Agreement by which the Mortgagor was created; (ii) the foreclosure of any liens on the Premises by Mortgagee or a third party or the conveyance thereof by deed in lieu of foreclosure; (iii) repayment of the Notes; and (iv) all other indicia of the termination of the relationship between Mortgagor and Mortgagee or Beneficiaries.

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SEVENTEENTH: Warrant and Defense of Title: (a) At the time of the recordation of this instrument, Mortgagor is truly seized of the Premises in fee simple, free of all liens and encumbrances except that certain mortgage dated June 30, 1988 and recorded on July 6, 1988 in the original amount of \$150,000.00, assigned to the FHLMC by instrument recorded September 21, 1989. Mortgagor will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a second lien upon said Premises and every part thereof. Mortgagor shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the Premises prior to this Mortgage and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

EIGHTEENTH: Default: (a) The occurrence of any of the following events or conditions shall constitute a default hereunder ("Events of Default"):

(i) the Trustee or the Company, as applicable, or any guarantor of the Notes (individually and collectively referred to as the "Guarantor"), fails to pay the principal sum secured hereby, any installment thereof, interest thereon, or any installment thereof, as they severally become due;

(ii) the Mortgagor, the Company or any Guarantor fails to perform or observe any other term, covenant, or condition in this Mortgage or in any instrument now or hereafter evidencing or securing said indebtedness;

(iii) a petition under the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, is filed by or against the Company or any Guarantor which is not dismissed within thirty (30) days thereafter;

(iv) the Company or any Guarantor shall be unable to pay its, his or her debts as they become due;

(v) a trustee or a receiver shall be appointed for the Company or any Guarantor for all or any portion of the Premises or a substantial portion of said parties' assets, and such trustee or receiver is not discharged within thirty (30) days thereafter;

(vi) the Company or any Guarantor makes an assignment for the benefit of creditors;

(vii) any financial statement of any type, previously submitted to the Mortgagee in connection with its agreement to make the aforesaid loan or submitted thereafter, is materially false, incorrect, or incomplete;

(viii) the Company or any Guarantor suffers final judgments

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for payment of money aggregating in excess of ten percent (10%) of the total balance due the Mortgagee under the Notes;

(ix) a judgment creditor of the Company or any Guarantor obtains a lien on or possession of any part of either party's assets or of the Premises by any means, which is not discharged or released within thirty (30) days thereafter;

(x) a notice of lien, levy or assessment is delivered to the Mortgagor, Company or any Guarantor or is filed of record, with respect to the Premises or any part of the Company's or any Guarantor's assets, by the United States or any department, instrumentality or agency thereof, or by any state, county, municipal or other governmental agency, including without limitation the Pension Benefit Guaranty Corporation;

(xi) there occurs any material uninsured damage or destruction to the Premises;

(xii) the Company or any Guarantor sells or otherwise transfers all or substantially all of its, his or her assets without the prior written consent of the Mortgagee;

(xiii) any event or reportable event occurs which the Mortgagee in good faith determines to constitute grounds for the termination of any employee benefit plan, qualified retirement plan or other plan maintained for employees of the Company or for the appointment of a trustee to administer any such plan; proceedings have been initiated to terminate any such plan or appoint a trustee therefor which are not dismissed within thirty (30) days thereafter; or a trustee is appointed to administer any such plan;

(xiv) a default is declared by the FHLBC under its prior mortgage on the Premises; and

(xv) the Mortgagee deems itself to be reasonably insecure, which shall mean a good faith belief that the prospects for timely repayment of either of the Notes have become impaired.

(b) Upon the occurrence of an Event of Default, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgagee shall additionally have the right to file an action at law on the Notes and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

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(c) In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or attorneys, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of the Mortgagor or the then owner of the Premises relating to the ownership, operation and maintenance of the Premises, and may exclude the Mortgagor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the Premises, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagor; (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (iii) elect or disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interest in the Premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious; to insure and reinsure the Premises against all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all avails, rents, issues, and profits. In the event of a conflict between the provisions of this paragraph and any

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separate assignment of rents taken in connection here with, the provisions of the separate assignment shall govern.

(d) Any avails, rents, issues and profits of the Premises received by the Mortgagee after having possession of the Premises or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents shall be applied in payment of or on account of the following, in such order as the Mortgagee (or in case of a receivership, as the court) may determine in its reasonable business judgment:

(i) to the payment of the operating expenses of the Premises, including reasonable compensation to the Mortgagee or the receiver and its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage;

(iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said Premises, to place said property in such condition as will, in the reasonable judgment of Mortgagee or receiver, make it readily rentable;

(iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; and

(v) Any overplus or remaining funds to the Mortgagor, or assigns, as their rights may appear.

NINETEENTH: Transfer of Property: If all or any part of the Premises or the beneficial interest of the trust holding title thereto is sold, transferred, conveyed, assigned or alienated (which shall include the execution of any form of installment agreement for deed or beneficial interest), by Mortgagor or the Beneficiaries without the Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

TWENTIETH: Notice: All notices, demands and requests required or permitted to be given to Mortgagor or Mortgagee hereunder or by law shall be deemed delivered when delivered in person or three days after deposit in the United States mail with full postage prepaid by certified or registered mail, return

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receipt requested, addressed as follows:

Mortgagor at: 520 Green Bay Road
Winnetka, IL 60093
Attention: Trust Department

Copy to: Norman and Caryl Scott
885 Apple Tree
Northbrook, IL 60062

Mortgagee at: 1301 Waukegan Road
Glenview, Illinois 60025

Copy to: Alan E. Richards
Richards, Ralph, Eiden,
Eckert & O'Donnell, Chartered
175 E. Hawthorn Parkway, 401
Vernon Hills, IL 60061

or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

TWENTY-FIRST: Remedies Cumulative: Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other rights, remedies, or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.

TWENTY-SECOND: Successors and Assigns Bound; Joint and Several Liability; Captions: All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

TWENTY-THIRD: Gender and Number: All nouns, pronouns and relative terms relating to Mortgagor shall be deemed to be masculine, feminine, or neuter, singular or plural, as the context may indicate.

TWENTY-FOURTH: Trustee Exculpation: This Mortgage is executed by Harris Bank Winnetka, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Bank Winnetka, N.A. hereby warrants that it possesses full power and

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authority to execute this instrument), and it is expressly understood and agreed that nothing hereir or in the said Notes contained shall be construed as creating any liability on the said Mortgagor or on Harris Bank Winnetka, N.A. personally to pay the said Notes 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 expressly waived by Mortgagee and every person now or hereafter claim in any right or security hereunder, and that so far as the Mortgagor and its successors and Harris Bank Winnetka, N.A. are concerned, the legal holder or holders of said Notes and the owner or owners of the indebtedness accruing thereunder shall look solely to anyone or more of: (1) the Premises hereby conveyed and the rents, issues, and profits therefrom, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantors, if any.

IN WITNESS WHEREOF, Harris Bank Winnetka, N.A., as Trustee as aforesaid and not personally, has executed this Mortgage as of the date first written above.

ATTEST:

HARRIS BANK WINNETKA, N.A., not personally but solely as Trustee as aforesaid

BY: Pat K. Eickes
TITLE: AVP

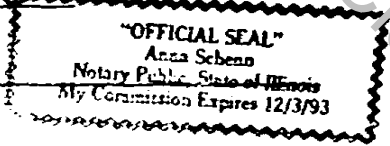
BY: Don W. Boswell
TITLE: AVP

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 30th day of April, 1993 by Pat K. Eickes and Don W. Boswell of Harris Bank Winnetka, N.A., not personally but as trustee u/t/a dated July 1, 1988 and known as trust number L3589, on behalf of said Trustee.

Anna Schenn
NOTARY PUBLIC

COMMISSION EXPIRES: _____



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6/12/2010

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THIS MORTGAGE WAS PREPARED BY AND AFTER RECORDING RETURN TO:

ALAN E. RICHARDS
RICHARDS, RALPH, EIDEN,
ECKERT & O'DONNELL, CHTD.
515 E. HAWTHORN PARKWAY, 401
VERNON HILLS, IL 60061
708/367-2750

88-1145.19/ajh
4/27/93

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1-4-2010

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EXHIBIT A

LOT 79 IN NORTHBROOK KNOLLS, A RESUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 04-09-104-056

COMMONLY KNOWN AS: 885 APPLE TREE
NORTHBROOK, ILLINOIS

Property of Cook County Clerk's Office

88-1145.19/ajh
4/27/93

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