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93037356

LOAN NUMBER: 095612-1

ATTENTION: Santa Smith



Chicago, Illinois 60670-0289

The First National Bank of Chicago
One First National Plaza
Suite 0289

Mail to:

This Mortgage was prepared by The First National Bank of
Chicago's Law Department.

COOK COUNTY RECORDER

#4227 # --03-037356

T#9999 TRAN 2196 12/17/93 1:26:00

DEPT-01 RECORDINGS \$45.50

COOK COUNTY RECORDER

#2024 AR *-94-451765

T#0014 TRAN 1771 05/19/94 1:18:00

DEPT-01 RECORDING \$45.50

THIS DOCUMENT IS BEING
RECORDED TO INCLUDE
THE LEGAL DESCRIPTION.

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94451765 03037356 MORTGAGE

FIRST CHICAGO

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THIS MORTGAGE made this 15TH day of DECEMBER, 1993 by Colonial Bank and Trust Company of Chicago (not personally but as Trustee under a Trust Agreement dated JULY 10, 1989, and known as Trust No. 1607) (herein called "Mortgagor"), having its principal office at Colonial Bank and Trust Co., Chicago, Illinois 60634 and 2333-37 W. North Avenue General Partnership, an Illinois general partnership (Beneficiary) to THE FIRST NATIONAL BANK OF CHICAGO, (the "Mortgagee"), a national banking association, organized and existing under the laws of the United States of America, having its principal office at One First National Plaza, Chicago, Illinois 60670.

WITNESSETH:

WHEREAS, the Beneficiary and Mortgagor are indebted to Mortgagee in the principal sum of FOUR HUNDRED THIRTY-TWO THOUSAND

Dollars (\$432,000.00) or so much thereof as may be disbursed and outstanding from time to time pursuant to a Rehabilitation Loan Agreement and Mortgagee of even date herewith (as amended or modified from time to time, herein called the "Loan Agreement") plus interest in the amount as provided in and evidenced by the Loan Agreement and a promissory note of even date herewith for said amount and payable in accordance with the terms thereof executed by Beneficiary and Mortgagor and payable to the order of Mortgagee (such promissory note, and all renewals, replacements, modifications of or substitutions for such note, being hereinafter referred to as the "Note") (which indebtedness, including principal and all interest thereon as set forth in the Loan Agreement and the Note, and all other obligations of the Mortgagor under the Loan Agreement, is hereinafter called the "Indebtedness").

NOW, THEREFORE to secure (a) the payment of the Indebtedness, (b) the repayment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Note, the Loan Agreement or this Mortgage, (c) the repayment of future advances, if any, disbursed by Mortgagee to Mortgagor in accordance with the terms of the Mortgage or in excess of the principal of the Indebtedness, all of the foregoing not to exceed the principal amount of \$854,000.00, and (d) the performance and observance of all of the terms, covenants, provisions and agreements of this Mortgage, the Note, and the Loan Agreement and any and all other documents executed or delivered by the Mortgagor or Beneficiary in connection therewith (collectively, the "Loan Documents") the parties agree as follows:

ARTICLE I
GRANT

1.01 The Mortgagor hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages and confirms unto the Mortgagee, and grants a security interest in, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), which with the property, estates and interests hereinafter described is referred to herein as the "Property."

Together with, all rents, issues, profits, royalties, incomes and other benefits derived from the Real Estate subject to the right, power and authority hereinafter given to Mortgagee to collect and apply such rents; Together with, all leasehold estate, right, title and interest of Mortgagee in and to all leases or subleases covering the Real Estate or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagee thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

Together with, all right, title and interest of Mortgagor in and to any greater estate in the Real Estate owned or heretofore acquired;

Together with, all interests, estate or other claims in law and in equity which Mortgagor now has or may hereafter acquire in the Real Estate;

Together with, all easements, rights-of-way and rights pertaining thereto or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

Together with, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and goro or land adjacent to or used in connection with the Real Estate;

Together with, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, applications, equipment, machinery, and other articles attached to said buildings and improvements;

Together with, all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Real Estate or any part thereof and used or usable in connection with any present or future operation of said Real Estate (hereinafter called "Equipment") and now owned or hereafter acquired by the Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and components and all of the right, title and interest of the Mortgagor in and to any Equipment which may be used in connection with the Real Estate or any part thereof and any and all other articles of personal property attached to or upon the Real Estate (collectively, the "Real Estate") and all other articles of personal property attached to or upon the Real Estate.

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4.02 Mortgagor and Beneficiary agree to pay, or cause to be paid, when due and payable by Mortgagor or Beneficiary... 4.01 Mortgagor covenants and agrees to pay the indebtedness and the other sums secured hereby in the manner and at the times provided for in the Note, the Loan Agreement, this Mortgage and the other Loan Documents.

MORTGAGOR'S COVENANTS ARTICLE IV

3.01 Each of the Mortgagor and Beneficiary releases and waives all rights to retain possession of the Property after any default in payment or breach of any of the obligations, covenants, undertakings or agreements herein or in the Loan Agreement or the Note; Mortgagor hereby releases and waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage and each and every person, except donee and judgment creditors of the Mortgagor, including any and all persons acquiring any interest in or title to the Property or any beneficial interest in Mortgagor. Neither Mortgagor nor Beneficiary shall, nor will, apply for or avail itself of any appraisal, valuation, stay, extension or exemption law, or so-called "Moratorium Law," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Each of Mortgagor, for itself and all who may claim through or under it, and Beneficiary, waives any and all right to have the Property, and any estate comprising the Property, marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. No provision of this Section or of this Mortgage shall prevent Beneficiary from bidding at any foreclosure sale of the Property.

WAIVER OF REDEMPTION ARTICLE III

2.04 Neither Mortgagor nor, to the best of Mortgagor's knowledge, any previous owner of the Property or more fully described in the Loan Agreement... 2.03 Mortgagor and Beneficiary represent that the proceeds of the Loan evidenced by the Note and the Loan Agreement have been or will be used to acquire the Property and to construct improvements thereon as which comes within the purview of such Paragraph. 2.02 Mortgagor and Beneficiary represent that the proceeds of the Loan evidenced by the Note and the Loan Agreement will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes and that the principal sum evidenced by the Note and the Loan Agreement constitutes a business loan... 2.01 Mortgagor represents it has good and marketable title to the Property. Mortgagor represents that it has good right and full power to sell and convey the same and that it has duly executed and delivered this Mortgage pursuant to proper directions and that Mortgagor will make any further assurances of title that the Mortgage may require and will defend the Property against all claims and demands whatsoever.

REPRESENTATIONS ARTICLE II

To have and hold the Property unto the Mortgagee, and its successors and assigns forever, for the uses and purposes herein set forth... Together with, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance, which Mortgagor now has or may hereinafter acquire in the Real Estate, and any and all awards made for the taking of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages... Equipment, fittings, fixtures, and articles of personal property used in the business of the Mortgagor whether the same are annexed to the Real Estate or not, unless the same are also used in the operation of any building located thereon. It is understood and agreed that all Equipment is appropriated to the use of the Real Estate and, whether affixed or annexed or not, shall for the purpose of this Mortgage be deemed conclusively to be conveyed hereby. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm the lien of this Mortgage on any Equipment;

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(b) Notwithstanding the provisions of clause (a) above, so long as no default has occurred hereunder or under the Note or the Loan Agreement, (i) Mortgagor may conduct any negotiations of an award, subject to Mortgagor's reasonable consent, and (ii) Mortgagor may use the proceeds of such an award solely to rebuild or restore the Property or the improvements thereon, provided that the proceeds shall be delivered to Mortgagor and distributed to Mortgagor for use in rebuilding or restoration. If Mortgagor intends to use the proceeds of a condemnation award, it shall notify Lender in writing within (60) days after Mortgagor or Beneficiary that has notice of a proposed condemnation. If Mortgagor does not notify Mortgagor of its election, to use the proceeds of a condemnation award, or cannot comply with Mortgagor's said administrative requirements, then clause (b) shall be inapplicable and Mortgagor's election

(u) Subject to the provisions of clause (b) of this Section 4.08, the Mortgagor, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at the any part thereof upon the indebtedness, whether such indebtedness shall then be matured or unmatured, (iii) use the same or part thereof to fulfill any of the covenants contained herein as the Mortgagor may determine, (iii) use the same or any part thereof to replace or restore the Property to a condition satisfactory to the Mortgagor or (iv) release the same to the Mortgagor;

4.08 Mortgagor covenants and agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Property by virtue of an exercise of right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade or streets affecting the Property, are hereby assigned to the Mortgagor.

4.07 Mortgagor and Beneficiary agree and agree, so long as the indebtedness remains outstanding, to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to Mortgagor or Beneficiary or applicable to the Property or any part thereof.

4.06 Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid mortgage lien on the Property and that Mortgagor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Property, or any portion thereof, or against the rents, issues and profits therefrom, any lien (including any lien arising with respect to the payment of impositions), security interest, encumbrance or charge whether prior to or subordinate to the lien of this Mortgage unless written approval is first obtained from Mortgagor and Beneficiary will keep and maintain the Property free from all liens of persons supplying labor and materials for the construction, modification, repair or maintenance of any building or site improvement whether on the Property or not. If any such liens shall be filed against the Property, Mortgagor agrees to discharge the same or record within twenty (20) days after the liens are filed or, if not filed, within twenty (20) days after Mortgagor has notice thereof, provided that in connection with any such lien or claim which Mortgagor may in good faith desire to contest, Mortgagor may contest the same by appropriate legal proceedings, diligently prosecuted, but only if Mortgagor shall furnish to a title insurance company approved by Mortgagor such security or indemnity as the title insurance company may require to induce it to issue its preliminary or interim report on title, or its title insurance policy, including against all such claims or liens. In no event shall Mortgagor do, or permit to be done, or omit to do, or permit to be omitted, the omission of, any act or thing, the doing or omission of which would impair the security of this Mortgage.

4.05 Neither Mortgagor nor Beneficiary shall make or cause to be made any improvements to the Property, except those described in the Loan Agreement, unless written approval is first obtained from Mortgagor.

4.04 Mortgagor and Beneficiary covenant and agree to keep and maintain, or cause to be kept and maintained, the Property (including all improvements thereon and the sidewalks, sewers, and curbs) in good order and condition and will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, ordinary and extraordinary, foreseen and unforeseen repairs and all maintenance necessary to that end. Furthermore, and without limiting the generality of the foregoing, neither Mortgagor nor Beneficiary will suffer any waste. All repairs and maintenance required of Mortgagor and Beneficiary shall be in the reasonable opinion of Mortgagor (or Mortgage) or first-class quality.

4.03 Mortgagor and Beneficiary covenant and agree to promptly comply, and cause all persons to comply with, all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupation thereof.

Unless Mortgagor is diligently pursuing the procedures provided for in Section 12.01 hereof, within ten (10) days after written demand therefor, Mortgagor shall deliver to Mortgagor the original, or a photostatic copy, of the official receipt evidencing payment of impositions or other proof of payment satisfactory to Mortgagor. Failure of Mortgagor to deliver to Mortgagor said receipts or to submit other proof satisfactory to Mortgagor as aforesaid shall constitute a default hereunder.

(b) all other payments or charges required to be paid to comply with the terms and provisions of this Mortgage.

(a) all real estate taxes, personal property taxes, assessments, license fees, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which shall become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly (hereinafter collectively called the "impositions"); and

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shall not be subject to this clause (b). Mortgagee hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

4.09 Mortgagee covenants and agrees that it will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Property, noncompliance with which might affect the security of this Mortgage or impose any duty or obligation upon Mortgagee, and Mortgagee shall do or cause to be done, all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and right to, in favor of, or constituting any portion of the Property.

4.10 Mortgagee and Beneficiary covenant and agree that neither the value of the Property nor the lien of this Mortgage will be diminished or impaired in any way by any act or omission of the Mortgagee or Beneficiary, and Mortgagee and Beneficiary agree they will not do or permit to be done to, in, upon or about said Property, or any part thereof, anything that may in any wise impair the value thereof, or weaken, diminish, or impair the security of this Mortgage.

4.11 Subject to the rights granted Mortgagee in Section 12.01 of this Mortgage, Mortgagee covenants and agrees to promptly pay and discharge any and all license fees or similar charges, with penalties and interest thereon, which may be imposed by the municipality or county in which the Property is situated or any other governmental body having jurisdiction thereof and will promptly cure any violation of law and comply with any order of said municipality, county or other governmental body in respect of the repair, replacement or condition of the Property and any governmental regulations concerning environmental control and improvements, and that in default thereof, Mortgagee may, but shall not be required to, pay any and all such license fees or similar charges or comply with such regulations with penalties and interest thereon, or pay such charges of the municipality, county or other governmental body for such repair or replacement. All amounts so paid shall thereupon be liens upon the Property and secured by this Mortgage, and Mortgagee will repay the same upon demand, with interest thereon, from the date of such payment by Mortgagee.

4.12 Mortgagee covenants and agrees that if any action or proceeding is commenced in which Mortgagee in good faith deems it necessary to demand or uphold the validity, enforceability or priority of the lien and interest of this Mortgage or to preserve the value of the security for this Mortgage, all sums paid by Mortgagee for the expense of any such litigation to prosecute or defend the rights, lien and security interest created by this Mortgage (including reasonable attorneys' fees) shall be paid by Mortgagee, together with interest thereon at the rate then applicable under the Note and the Loan Agreement and any such sums and the interest thereon shall be a lien and security interest on the Property prior to any right or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien and security interest of this Mortgage, and shall be secured by this Mortgage.

4.13 Mortgagee and Beneficiary covenant to furnish to Mortgagee from time to time within fifteen (15) days after Mortgagee's request, a written statement, duly acknowledged, of the amount due upon this Mortgage, whether any alleged offsets or defenses exist against the indebtedness and whether any defaults exist under the Loan Documents.

4.14 Mortgagee and Beneficiary covenant to furnish to Mortgagee such financial statements and other information regarding the financial condition of Mortgagee and Beneficiary as required by the Loan Agreement and such detail regarding the Property and its operation as Mortgagee may require.

4.15 If, by the law of the United States of America, or of any state having jurisdiction over Mortgagee, any stamp tax or similar tax is due or becomes due in respect of the issuance of the Note, or recording of this Mortgage, Mortgagee covenants to pay such tax in the manner required by any such law. Mortgagee and Beneficiary further covenant to hold harmless and agrees to indemnify Mortgagee its successors or assigns, against any liability incurred by reason of the imposition of any stamp tax or similar tax, on the issuance of the Note, or recording of this Mortgage.

ARTICLE V
TRANSFER OR MORTGAGE OF PROPERTY

5.01 Mortgagee will not, without the prior written consent of Mortgagee, further mortgage, grant a deed of trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the Property. Beneficiary will not make and Mortgagee will not, and will not be required to, accept, and will not be bound by, any assignment of the beneficial interest in Mortgagee to any party except Mortgagee. Mortgagee will not, without the prior written consent of Mortgagee, transfer, mortgage, deed of trust, pledge, or other disposition or encumbrance made in violation of the above provisions shall be null and void and of no force and effect and the making thereof shall constitute a default under this Mortgage.

ARTICLE VI
PERFORMANCE OF MORTGAGOR'S OBLIGATIONS

6.01 If Mortgagee or Beneficiary shall fail to pay any impositions or to make any other payment required to be paid by Mortgagee or Beneficiary under this Mortgage at the time and in the manner provided in this Mortgage, or if Mortgagee or Beneficiary shall be in default in the performance or observance of any other term, condition or obligation required to be performed or observed by Mortgagee or Beneficiary under this Mortgage, the Loan Agreement or any instrument of record, then, after the expiration of any applicable grace period as set forth in any such document or instrument, and without limiting the generality of any other provision of this Mortgage and without prejudice to any other rights of Mortgagee or Beneficiary, from any of its obligations

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ARTICLE VIII
CHANGES IN TAX LAWS; PAYMENT OF OTHER TAXES

7.05. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Property by Mortgagee pursuant to Article X hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, in the absence of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee and Beneficiary.

7.04 Mortgagee and Beneficiary shall observe and perform all covenants, conditions and agreements in each lease to which it is a party, now or hereafter affecting any portion of the Property. Mortgagee and Beneficiary shall not, without the prior written consent of Mortgagee, (a) accept any installments of rent for more than one month in advance or any security deposit for more than an amount equal to two months' rent, or (b) take any action or fail to take any action or exercise any right or option which would permit the tenant under any lease to cancel or terminate such lease, or (c) amend or modify any lease in a manner which would (i) decrease the rent payable per unit of time under the lease, (ii) decrease the payments to be made by the tenant under the lease for rent, taxes, insurance or other expenses, (iii) decrease the term of the lease, (iv) impose any additional obligations on the landlord under the lease, or (v) consent to a sublease or a substitution of tenant under the lease. Mortgagee and Beneficiary agree that hereafter they shall not assign any of the rents or profits of the Property.

7.03 The assignment contained in this Article VII is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagee or Beneficiary, nor shall this assignment impose any obligation on Mortgagee to perform any provision of any contract pertaining to the Property or any responsibility for the non-performance thereof by Mortgagee, Beneficiary or any other person. The assignment under this Article VII is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and Mortgage of Mortgagee in the Property. Mortgagee shall have the right to exercise any rights under this Article VII also, together with, or after exercising any other rights under this Mortgage.

7.02 Mortgagee and Beneficiary will, from time to time after notice and demand, execute and deliver to Mortgagee, in form satisfactory to Mortgagee, further agreements evidencing its willingness to comply and its compliance with the provisions of this Article VII. Mortgagee and Beneficiary shall pay Mortgagee the expenses incurred by Mortgagee in connection with the recording of any such agreement.

7.01 Mortgagee and Beneficiary hereby assign to Mortgagee all of their interest in all rents, issues and profits of the Property, as further security for the payment of the indebtedness and other sums secured hereby. Mortgagee and Beneficiary grant to Mortgagee the right to enter the Property and to let the Property, or any part thereof, and to apply said rents, issues, profits and proceeds after payment of all charges and expenses, on account of the indebtedness and other sums secured hereby. This assignment and grant shall continue in effect until the indebtedness and other sums secured hereby are paid in full. Mortgagee hereby agrees not to exercise the right to enter the Property for the purpose of collecting said rents, issues or profits, and Mortgagee or Beneficiary shall be entitled to collect and receive said rents, issues, profits and proceeds until the occurrence of a default under the terms and provisions hereof; provided, that any rents, issues and profits collected and received by Mortgagee or Beneficiary after the occurrence of a default hereunder which is not cured within the applicable grace period provided hereby shall be deemed collected and received by Mortgagee or Beneficiary in trust for Mortgagee, and Mortgagee or Beneficiary, as appropriate, shall account to Mortgagee for the full amount of such receipts. Mortgagee and Beneficiary agree to apply said rents, issues and profits, whenever received, to payment of the indebtedness, all impositions on or against the Property and other sums secured hereby. The right of Mortgagee and Beneficiary to collect and receive said rents, issues and profits in trust for Mortgagee during the continuance of any default under the terms and provisions of this Mortgage may be revoked by Mortgagee's giving written notice of such revocation to Mortgagee and Beneficiary.

ARTICLE VII
ASSIGNMENT OF LEASES, RENTS AND CONTRACTS

hereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any impositions or other payment, or any sums due under this Mortgage, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagee or Beneficiary. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purposes of performing any such act or taking any such action, and all moneys expended by Mortgagee in connection with making such payment or performing such act (including, but not limited to, legal expenses and disbursements), together with interest thereon from the date of each such expenditure, shall be paid by Mortgagee or Beneficiary, as appropriate, to Mortgagee within ten (10) days after written notice to Mortgagee and Beneficiary demanding such payment, and shall be secured by this Mortgage, and Mortgagee shall have the same rights and remedies in the event of nonpayment of any such sums by Mortgagee or Beneficiary as in the case of a default by Mortgagee in the payment of the indebtedness. Nothing in this Section or in any other part of this Mortgage shall be construed to require Mortgagee to make any payment or perform any obligation of Mortgagee or Beneficiary. Any action taken by Mortgagee hereunder or in relation to the Property is for the sole benefit of Mortgagee and no other person shall rely upon any action, inaction, inspection or other act of Mortgagee in dealing with the Property, Mortgagee or Beneficiary. Mortgagee in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or (b) for the purchase, discharge, compromise or settlement of any other lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

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(c) Appoint a receiver for the Property, or any part thereof, and of the net income, rents, issues and profits thereon, without regard to the sufficiency of the Property covered by this Mortgage or any other

(b) Enter upon the Property and take possession thereof and of all books, records and accounts relating thereto.

(a) Declare the unpaid portion of the indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

9.02 If an event of default shall occur which is not cured within any applicable grace period provided for Mortgagee may, at its option, exercise any and all of the following remedies:

Any cure or grace period provided herein shall run concurrently with any such period provided in the Loan Agreement.

(e) The assignment, pledge, hypothecation, or other disposition of the Property or the beneficial interest therein in violation of the provisions of Section 5.01 hereof.

(d) Mortgagee, Beneficiary or any guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, liquidation, or similar relief under the present or any future applicable federal, state or other law, such proceeding shall not be dismissed, or if, within thirty (30) days after the appointment of any trustee, receiver or liquidator of either Mortgagor, Beneficiary or any guarantor of the Note (without the consent or acquiescence of such party) or of all or any substantial part of their respective Properties or of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated.

(c) Any warranty or representation of Mortgagor or of Beneficiary made hereunder was inaccurate or misleading in any material respect when made.

(b) Any default shall occur (as defined in the Loan Agreement) or any default shall occur under the terms of any other Loan Document.

(a) Failure of Mortgagor or Beneficiary to observe or perform any of the covenants or conditions by Mortgagee or Beneficiary to be performed under the terms hereof.

9.01 The entire indebtedness shall become due, at the option of Mortgagee, if any one or more of the following events of default shall occur:

ARTICLE IX DEFAULT

8.02 In the event that hereafter it is claimed by any governmental agency that any tax or other governmental charge or imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the indebtedness (other than income tax on the interest or premium receivable by Mortgagee thereunder), including any recording tax, documentary stamps or other tax or imposition on the Note or Mortgage, Mortgagor will forthwith either (a) pay such tax and, within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof or (b) deposit with Mortgagee the amount of such claimed tax or other governmental charge or imposition, together with interest and penalties thereon, or other security reasonably satisfactory to Mortgagee, pending an application for a review of the claim for such tax or other governmental charge or imposition and, within a reasonable time, deliver to Mortgagee either (i) evidence satisfactory to Mortgagee that such claim has been withdrawn or defeated, in which event any such deposit shall be returned to Mortgagee, or (ii) a direction from Mortgagee to Mortgagee to pay the same out of the deposit above mentioned, with any excess of such deposit over such payment by Mortgagee to be returned to Mortgagee provided Mortgagee is not in default under the provisions of this Mortgage. Upon the failure of Mortgagee to comply with the provisions of this Section, the entire indebtedness shall, at the option of Mortgagee, become due and payable ten (10) days after written notice from Mortgagee. If liability for such tax or other governmental charge or imposition is asserted against Mortgagee, Mortgagee will give to Mortgagor prompt notice of such claim and Mortgagee upon complying with the provisions of this Section, shall have full right and authority to contest such claim.

other payments required hereunder, without any penalty thereby, and if the Mortgagor pays such tax prior to the date upon which payment is required by such notice.

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security, and without the showing of insolvency on the part of Mortgagee or fraud or mismanagement, and without the necessity of filing any judicial or other proceeding for appointment of a receiver.

(d) Hold, lease operate or otherwise use or permit the use of the Property, or any portion thereof, in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rentals, profits or other amounts payable in connection therewith.

(e) Sell the Property, in whole or in part:

(i) under the judgment or decree of a court of competent jurisdiction, or

(ii) at public auction (if permitted by law) in such manner, at such time and upon such terms as Mortgagee may determine, or as provided by law, and/or sell any personal property, in whole or in part, at one or more public or private sales, in such manner, at such time or times, and upon such terms as Mortgagee may determine or as provided by law.

(f) Foreclose this Mortgage.

(g) Exercise any other remedy or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

9.03 In case Mortgagee shall have proceeded to enforce any right under the Note, the Loan Agreement or such case Mortgagee and Mortgagee shall be restored to their former positions and the right, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

9.04 In the event Mortgagee (a) grants an extension of time on any payments of the indebtedness, (b) takes other or additional security, (c) waives or fails to exercise any right granted herein, said act or omission shall not release Mortgagee, Beneficiary, subsequent purchasers of the Property covered by this Mortgage or any part thereof, or any guarantor of the Note.

ARTICLE X
FORECLOSURE

10.01 In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, or holders of the Note, for reasonable attorneys' fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring title insurance policies (which fees, charges and costs may be estimated as to items to be expended after entry of the decree), and all other expenses as Mortgagee or holders of the Note may deem reasonably necessary to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of such nature in this Article mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate in effect under the Note and the Loan Agreement when paid or incurred by Mortgagee or holders of the Note. In addition to foreclosure proceedings, the above provisions of this Section shall apply to (a) any proceeding to which Mortgagee or the holders of the Note shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparation for the defense of or investigation of any threatened suit, claim or proceeding which might affect the Property or the security hereof, whether or not actually commenced.

10.02 Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any, liable for the payment of the indebtedness and other sums secured hereby and without regard to the value of the Property and the Mortgage hereunder may be placed in possession of the Property. The receiver shall have power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when Mortgagee, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property 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 the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

10.03 The proceeds of any sale of all or any portion of the Property and the earnings of any holding, leasing, operating or other use of the Property shall be applied by Mortgagee in the following order:
(a) first, to the payment to Mortgagee of the costs and expenses of taking possession of the Property and of holding, using, leasing, repairing, repainting, improving and selling the same;
(b) second, to the payment of Mortgagee's attorneys' fees and other legal expenses;

(c) third, to the payment of interest and unpaid interest on the Note;

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14.02 (a) In case of damage to or the destruction of the improvements on the Property by fire or other casualty, Mortgagee, at Mortgagee's election exercised within thirty (30) days after the occurrence of loss or casualty, may (provided no default has occurred hereunder) cause all proceeds of insurance to be applied to the indebtedness or the restoration to their former condition of the improvements damaged or destroyed; provided, however, Mortgagee's right to elect to have the proceeds applied to restoration of the improvements shall be conditioned upon the Mortgagee's presentation to Mortgagee concurrently with notice of Mortgagee's election, evidence reasonably satisfactory to Mortgagee that (i) the proceeds of insurance are sufficient to repair or restore improvements, or, if such proceeds are insufficient, that Mortgagee has deposited with Mortgagee funds which, when added to the proceeds of insurance, shall be sufficient to repair or restore, and (ii) Mortgagee can complete such repair or restoration prior to the date when the Note becomes due and payable. In the event Mortgagee does not or is not entitled to make the election aforesaid, Mortgagee may elect to make or restore improvements in accordance with the terms of the Loan Agreement.

(b) Mortgagee and Beneficiary shall obtain and keep in force during the term of this Mortgagee builder's risk insurance, public liability insurance, flood insurance, if applicable, and such other types of insurance in such amounts and in such form as Mortgagee shall require hereunder or under the Loan Agreement. Such insurance shall name Mortgagee as a co-insured and shall provide that it may not be cancelled or materially modified except after 30 days' prior written notice to Mortgagee. Mortgagee and Beneficiary shall deliver evidence of such insurance to Mortgagee in such form and at such times as Mortgagee may reasonably require.

14.01 (a) Mortgagee and Beneficiary will procure, deliver to and maintain for the benefit of Mortgagee during the continuance of this Mortgagee and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings, structures and improvements now existing or hereafter created on said Property against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate. All policies of insurance required hereunder shall be in such form, companies, and amounts as may be acceptable to Mortgagee, and shall contain a mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagee. Mortgagee and Beneficiary will promptly pay when due, any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration dates thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagee's and Beneficiary's failure to comply with the requirements of this Section, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagee and Beneficiary with interest as described in Section 6.01 hereof, and shall be secured by this Mortgage. The delivery to Mortgagee of any policy or policies of insurance hereunder, or renewals thereof, shall constitute an assignment to Mortgagee of all unearned premiums thereon as further security for the payment of the indebtedness secured hereby. In the event any foreclosure action or other proceeding hereunder is instituted by Mortgagee, all right, title and interest of Mortgagee or Beneficiary in any or to any policy or policies of insurance then in force shall vest in Mortgagee.

ARTICLE XIV
INSURANCE

13.01 Mortgagee may assign all or any portion of its interest hereunder and its rights granted herein and in the Note and the Loan Agreement to any person, trust, financial institution or corporation as Mortgagee may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Mortgagee herein and in the Note and the Loan Agreement contained and Mortgagee shall thereupon have no further obligations or liabilities hereunder.

ARTICLE XIII
ASSIGNMENT BY MORTGAGEE

12.01 Mortgagee at its expense, may contest, after prior written notice to Mortgagee, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application in whole or in part, of any impositions described in Section 4.02, any license fees or similar charges, or any mechanic's lien filed against the Property, provided, that (a) Mortgagee shall first make all contested payments, under protest if it desires, unless such proceedings shall suspend the collection thereof, (b) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (c) Mortgagee shall have furnished such security, if any, as may be required in the proceedings or reasonably requested by Mortgagee.

ARTICLE XII
CONTESTING LIENS AND IMPOSITIONS

11.01 Mortgagee and Beneficiary covenant and agree that Mortgagee, or its agents or representatives, may make such inspections of the Property as Mortgagee may deem necessary or desirable, at all reasonable times and that any such inspections shall be solely for the benefit of Mortgagee and shall not be relied upon by Mortgagee or Beneficiary for any purpose.

ARTICLE XI
INSPECTION

(e) any surplus shall be paid to the parties entitled to receive it.

(d) fourth, to the payment of the balance of the indebtedness;

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16.04 Mortgagee shall give Mortgagee notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Mortgagee at least five days before the time of the sale or other disposition, which provisions for notice Mortgagee and Mortgagee agree are reasonable; provided, however, that nothing herein shall preclude Mortgagee from proceeding as to both real estate and personal property in accordance with Mortgagee's rights and remedies in respect to the Real Estate as provided in Section 9-501(4) of Chapter 26 of the Illinois Revised Statutes.

16.03 Upon default hereunder and acceleration of the indebtedness pursuant to the provisions hereof, Mortgagee may at its discretion require Mortgagee and Beneficiary to assemble the Collateral and make it available to Mortgagee at a place reasonably convenient to both parties to be designated by Mortgagee.

16.02 The security interest granted to the Mortgagee hereunder shall cover the following types or items of property now or hereafter owned by the Mortgagee and Beneficiary (or either of them) and used in connection with, and located upon, the Real Estate: the Property, and all machinery, apparatus, equipment, goods, systems, fixtures and property of every kind and nature whatsoever now or hereafter located in or upon or affixed to the Real Estate, or any part thereof, and used or usable in connection with any present or future operation of the Real Estate, and now owned or hereafter acquired by Mortgagee or by the Beneficiary (or both of them), including, but without limitation of the generality of the foregoing, all building permits, plans and specifications, the construction contract with the General Contractor, all sub-contracts and all other rights, licenses, permits, and agreements related to construction, leasing and management of the Project, heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire-extinguishing, plumbing, cleaning, communications, power, equipment, systems and apparatus; and all elevators, escalators, switchboards, engines, motors, tanks, pumps, screens, storm doors, sills, storm windows, sills, blinds, awnings, floor coverings, ranges, stoves, refrigerators, washers, dryers, cabinets, partitions, conduits, ducts and compressors; and all other items of personal property used in connection with the Real Estate. In addition, Mortgagee and Beneficiary hereby grant to the Mortgagee an express security interest in all tenements, hereditaments, easements, appurtenances, licenses, privileges and appurtenances belonging to in any way appertaining to the Real Estate, and all interests in property, rights and franchises or any part thereof together with all the reversions and remainders, and to the extent permitted by laws, all rents, tolls, issues and profits from the Real Estate, and all the estate, right, title, interest and claims whatsoever, at law and in equity which the Mortgagee and Beneficiary (or either of them) now have or may hereafter acquire with respect to the Real Estate and the Collateral.

16.01 Each of Mortgagee and Beneficiary hereby grants to Mortgagee, in addition to and not in substitution for, any interest granted heretofore, an express security interest in, and mortgages to the Mortgagee, all goods, types and items of property owned by the Mortgagee and Beneficiary (or either of them) which are described on pages 2 and 3 of this Mortgage and in Section 16.02 below (the "Collateral") whether now or hereafter erected in or upon the Real Estate or any part thereof, and all replacements thereof and accretions thereto and proceeds thereof or the indebtedness, the payment of all other sums due from the Mortgagee or the Beneficiary to the Mortgagee, and the performance by Mortgagee and Beneficiary of all the covenants and agreements set forth herein. Each of Mortgagee and Beneficiary warrants and covenants that, except for the security interest granted hereby, Mortgagee or Beneficiary is the owner of the Collateral free from any adverse lien, security interest or encumbrance and each of Mortgagee and Beneficiary warrants that Mortgagee or Beneficiary has made payment in full for all such Collateral. Each of Mortgagee and Beneficiary will, upon request from Mortgagee, deliver to Mortgagee such further security agreements, chattel mortgages, financing statements and evidence of ownership of such items as Mortgagee may request.

ARTICLE XVI SECURITY AGREEMENT

15.03 If any terms and provisions of the Loan Agreement, including periods for curing specific defaults, are inconsistent with any of the terms of this Mortgage, the provisions of the Loan Agreement shall prevail.

15.02 The Note and Loan Agreement evidence a construction loan to finance in part certain improvements on the Real Estate, which loan will be disbursed in the amounts and pursuant to the terms and provisions of the Loan Agreement. The Loan Agreement, as the same hereafter may from time to time be amended, supplemented or modified, is hereby incorporated in this Mortgage by reference.

15.01 This is a Construction Mortgage, as said term is defined in Section 9-313(1)(c) of the Illinois Uniform Commercial Code, Chapter 26, Illinois Revised Statutes.

ARTICLE XV COLLATERAL AGREEMENT

(b) In the event the insurance proceeds are to be applied to the indebtedness, Mortgagee may collect proceeds of insurance after deduction of all reasonable expense of collection and settlement, including attorneys' and adjustors' fees and charges, and apply same against the indebtedness. If the proceeds are insufficient to pay the indebtedness in full, Mortgagee may declare the balance remaining unpaid immediately due and payable, and avail itself of any of the remedies provided for in the event of any default. Any proceeds remaining after application upon the indebtedness shall be paid by Mortgagee to Mortgagee.

(c) In the event the insurance proceeds are to be used to rebuild the improvements, Mortgagee may collect and retain the insurance proceeds and disburse same. Mortgagee and Beneficiary shall proceed with diligence to make settlement with insurers and cause the proceeds of the insurance to be deposited with Mortgagee.

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16.05 Mortgagor and Beneficiary shall reimburse Mortgagee for all costs, charges and fees, including legal fees incurred by Mortgagee in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and chattel searches.

16.06 The Collateral described herein shall be considered for all purposes a part of the Property as described herein; all warranties and covenants contained in this Mortgage made by Mortgagor or Beneficiary shall be deemed as having been made with reference to the Collateral; all agreements, undertakings and obligations of Mortgagor and Beneficiary stated herein shall apply to the Collateral, including without limitation, obligations regarding insurance, freedom from adverse lien or encumbrance, repair and maintenance; and all remedies of the Mortgagee in the event of any default under this Mortgage or any other instrument evidencing or securing the indebtedness shall be available to the Mortgagee against the Collateral.

16.07 This Mortgage constitutes a Security Agreement as that term is used in the Illinois Uniform Commercial Code, Chapter 26, Illinois Revised Statutes.

**ARTICLE XVII
MISCELLANEOUS**

17.01 The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage, the Note, the Loan Agreement and any other documents securing the indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision, anything herein or otherwise to the contrary notwithstanding.

17.02 A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note, the Loan Agreement or any other documents given by Mortgagor or Beneficiary to secure the indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect. No waiver shall be asserted against Mortgagee unless in writing signed by Mortgagee.

17.03 No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

17.04 All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to Mortgagor at the address set forth above or to such other address as Mortgagor may from time to time designate by written notice to Mortgagee given as herein required.

All notices, demands and requests by Mortgagor to Mortgagee shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to Mortgagee at the address set forth or to such other address as Mortgagee may from time to time designate by written notice to Mortgagor.

17.05 If any action or proceeding shall be instituted to evict Mortgagor or Beneficiary or recover possession of the Property or any part thereof, or for any other purpose affecting the Property or this Mortgage, or if any notice relating to a proceeding or a default is served on Mortgagor, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each notice, petition, or other paper or pleading, however designated.

17.06 In the event a portion of the Property is released from the lien of this Mortgage by Mortgagee, or added to this Mortgage by Mortgagor, the "Property" as herein defined shall refer only to the portion from time to time subject to the lien of this Mortgage.

17.07 Each and all of the covenants and obligations of this Mortgage shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions herein contained with respect to the transfer of Mortgagor's interest in the Property covered by this Mortgage.

17.08 This Mortgage is executed by Colonial Bank and Trust Company of Chicago not personally but as trustee under Trust No. 1607 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this Mortgage) 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 shall be construed as creating any liability on the part of said Trustee 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 Mortgagee hereunder, 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 said Trustee personally is concerned, the legal holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property 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 any co-obligor or guarantor.

17.09 If one or more of the provisions of this Mortgage shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Mortgage and the validity, legality and enforceability of the remaining provisions contained herein, shall not in any way be affected or impaired thereby.

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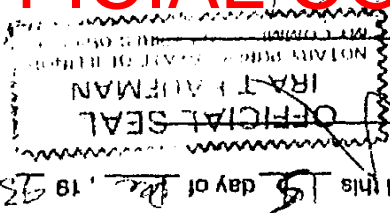
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My Commission Expires: 5 9 93
Notary Public

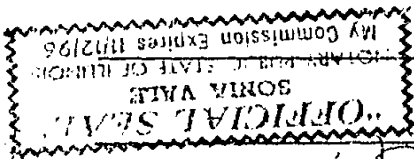


Witness my hand and official seal this 15 day of Dec, 19 93

as his/her own free and voluntary act and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.
appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument name is subscribed to the foregoing instrument as such personally known to me to be the same person whose the above-named _____ of _____, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

My Commission Expires:
Notary Public



Given under my hand and Notarial Seal this 15th day of December, 19 93

Company was affixed to said instrument as the free and voluntary act of said Company for the uses and purposes therein set forth.
respective, 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, as Trustee as above named _____, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the names are subscribed to the foregoing instrument as such Trust Officer and Asst. Secy _____ personally known to me to be the same persons whose of the Colonial Bank _____ and _____

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

ATTEST: _____
Its _____

By _____
Its _____

Colonial Bank and Trust Company
of Chicago, as Trustee as
aforesaid

By _____
Partnership, an Illinois general
2333-37 W. North Avenue general

MORTGAGOR

BENEFICIARY

IN WITNESS WHEREOF, Mortgagor and Beneficiary have caused this Mortgage to be executed on the day and year first above written.
Without limiting the generality of the foregoing, any provision herein, or in the Note of the Loan Agreement to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall or may amounts received hereunder be credited, so that Mortgagee shall be paid, as interest, a sum greater than the maximum amount permitted by law. If any construction of this Mortgage, the Note or the Loan Agreement indicates a different right given to Mortgagee to ask for, demand or receive any larger sum, as interest, such as a mistake in calculation or in wording, which this clause shall override and control, and proper adjustment shall automatically be made accordingly.

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ATTEST:

Trust Officer

BY:

[Handwritten signature]

COLONIAL BANK, as Trustee as aforesaid, and not personally.

day and year first above written.

IN WITNESS WHEREOF, COLONIAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the

THIS MORTGAGE/TRUST DEED is executed by COLONIAL BANK, 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 Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said COLONIAL BANK personally to pay the 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, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Trustee any by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said COLONIAL BANK are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

BY AND BETWEEN The First National Bank of Chicago AND COLONIAL BANK AS TRUST U/T/A DATED 7-10-89 AND KNOWN AS TRUST NO. --1607--

SIGNATURE RIDER ATTACHED TO MORTGAGE/TRUST DEED DATED December 15, 1993

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EXHIBIT A

LEGAL DESCRIPTION of real estate commonly known as:

2333-37 W. North Avenue, Chicago, Illinois,

REAL ESTATE TAX PIN # 17-06-100-007

LOTS 1 AND 2 IN BOGUES SUBDIVISION OF BLOCK 4 IN WATSON, TOWER
AND DAVIS SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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SECOND MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of January 20, 1994 between First State Bank and Trust Company of Park Ridge, not personally, but as Trustee under Trust Agreement dated December 9, 1988 and known as Trust No. 1963 ("Mortgagor"); Bank One, Chicago, NA, f/k/a Bank One, Evanston, NA, f/k/a First Illinois Bank of Evanston, N.A. ("Bank"); Clearvue/EAV, Inc., f/k/a Clearvue, Inc., an Illinois corporation ("Borrower"); and William T. Ryan ("Guarantor").

RECITALS

- A. Borrower is indebted to Bank without limitation in the principal sum of One Million Three Hundred Seventy Seven Thousand Nine Hundred Eighty Six Dollars (\$1,377,986) as evidenced by a Secured Installment Note ("Note") dated as of June 17, 1991, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") applicable to the property commonly known as 6465 North Avondale, Chicago, Illinois, legally described on Exhibit A attached hereto, which document was registered with the Cook County Registrar of Torrens Titles as Document Number LR3888205 on June 12, 1990 and modified by a Mortgage Modification Agreement dated July 17, 1991 and registered September 9, 1991 as Document Number LR3994142.
- B. Borrower is also indebted to Bank in the principal sum of One Hundred Thousand Dollars (\$100,000) as evidenced by a Business Purpose Revolving Promissory Note dated July 31, 1993 ("Revolving Note").
- C. The Note and the Revolving Note are also secured by the Guaranty of Payment and Performance dated as of June 17, 1991, executed by the Guarantor.
- D. Mortgagor, Borrower and Guarantor have requested that the availability under the Revolving Note be increased from One Hundred Thousand Dollars (\$100,000) to Two Hundred Thousand Dollars (\$200,000) and that the maturity date of the Revolving Note be extended to July 1, 1994, and Bank is willing to grant such additional loan and extension of the maturity date pursuant to the terms and provisions of this Agreement, the Business Purpose Revolving Promissory Note dated January 20, 1994 in the principal sum of Two Hundred Thousand Dollars (\$200,000.00) ("Replacement Revolving Note") and upon the execution and delivery by Guarantor to Bank of a Continuing Guaranty of Business Credit Obligations applicable to the Note and the Replacement Revolving Note.

*Registered as Document # 94008336
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