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- ii. Delinquent in any of the coverments or conditions of this instrument or of the note or loan agreement recurred hereby shall terminate the mortgagor's right to possession. Use, and enjoyment of the property, at the option of the mortgagor shall have such rights until delinquent. Upon any such mortgagee shall be entitled to possession, use, and enjoyment of the property, at the option of the mortgagor, who shall become the owner of all of the rents and profits accruing after default as security for the indebtedness recurred hereby, with the right to enforce upon said property for the purpose of collecting such rents and profits.

The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

7. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assessed and shall be paid to mortgagee, who may apply the same to payment of the mortgagor's fees and costs of collection, and mortgagor is hereby authorized, in the name of the mortgagor, to execute and deliver valid assignments hereof and to appeal from any such award.

1. The will shall not be valid if any part of it is written in pencil, or if any part of it is written over, or if any part of it is written in ink which has been removed.

www.industrydocuments.ucsf.edu/docs/2012-06-23-222322/ | Page 10 of 10 | Last updated: June 23, 2012 | © 2012 The University of California, San Francisco. All rights reserved.

a. The will not voluntarily create or permit to be created against the property, subject to this mortgage

8. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration, or diminution of said property at any part thereof; in the event of failure of the mortgagee to keep the buildings on said property in good repair as hereinabove provided, or if he may deem necessary for the proper preservation thereof, the mortgagor may make such repairs as in his discretion shall be immediately due and payable and shall be secured by the lien of this mortgage.

of extension of the time of stay of the independent evidence evidenced by valid promissory note at any part thereof secured hereby.

d. For better security of the independentee hereby executed, upon the demand of the mortgagor, the surety or assignee, he shall execute a supplemental memorandum or mortgage covering any additional collateral, or a betterment or addition made to the property hereinafter described and all property acquired by it after the date hereof, to form a collateral to mortgagor. Furthermore, a trust deed or any other instrument of a betterment or addition made to the property hereinafter described, shall be subordinate to the present mortgage, but may be released from the same by mutual agreement of the parties.

e. The rights created by this conveyance shall remain in full force and effect during any participation and conduct of the independentee.

C. If we will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by us to sue or defend in any action or proceeding hereby commenced, or for injunctions by us to enjoin any other person from using or occupying any part of the land described in the lease or from doing any act which would interfere with our rights in the same.

5. The will pay all taxes, assessments, water rates, and other governmental or municipal charges, or impose liens for which provisions have not been made heretofore, and will promptly deliver to the official receiver to the said mortgagor.

e. He will promptly pay the indebtedness evidenced by said promissory note at the matured date provided

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3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

- (i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 et seq.; or
- (ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent, and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

- (iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sum so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and so will discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

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STATE OF ILLINOIS }
COUNTY OF COOK }
 } SS:

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT, Corinne Bek, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A. and Nancy A. Stack, Assistant Secretary of said Bank personally known to me as to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of this Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 22nd day of November, 1993.

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