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94002799-002

REAL ESTATE MORTGAGE 4

Made January 18	1994	
By Jerome L. Rappin whose address is 9124 N.	Lawler Ave., Skykie,	Illinois
(the "Mortgagor") and First of Ame	nca Bank Northeast Illin Association	ois, N.A.
325 N. Milwaukee	lve. Libertyville	

94064830

is justly indebted to Mortgagee in the principal sum of Five Hundred Forty Three Thousand Seven Hundred Fifty & No/100

) Dollars evidenced by a certain promissory note of even date herewith (the "Note") whereby the obligor promises to pay the Note, interest, at the rate provided in the Note and late charges and prepayment premiums, if any, all of which sums, if not sooner paid, are due and payable on ... July 18.... 1994

FOR VALUE RECEIVED, the Mortgagor mortgages and warrants to Mortgagee the real estate located in ol Chicago City Cook

State of Illinois, described on Exhibit "A" attached hereto, County of ... together with the easemy as any lovements, herediannents, and apputernances, now or hereafter belonging thereto, and the rents, accome and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all engineent, building materials, machinery, engines, boilers, elevators, and

(FOR RECORDER'S USE)

plumbing, electrical, heating, air or softic lang, ventilating and mechanical equipment and all of which equipment and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property being collectively termed the Equipment I) and diversional property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property being collectively termed the Equipment I) and diversional property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property of every kind and nature). to be fixtures and a part of the really all the foregoing being collectively referred to herein as the "Premises

TO SECURE the payment of said principal sum of money and said interest and late charges and prepaymant premiums in accordance with the terms. Provisions and limitatives of this Mortgage and the Note, and all extensions, and receivable thereof, and for the purpose of further securing the payment of any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing and to recome due from the Mortgagor to the Mortgage or to the holder or assignee of the Note or this Mortgage in under any other instrument, obligations, contracts or agreements, at leaflings of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagor or otherwise and whether direct, indirect, primary, secondary, fined or contingent, together with interest and charges as provided in the Note and in any other agreements by and between the parties herein, and including all present and future indebtedness in currid or arising by reason of a guaranty to Mortgagor of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness. I ginally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing (hereinafter collectively with the Note called the "Indebtedness"), and further to secure the prompt and faithful performance and observance by the Mortgagor of all the terms, undertakings, coverants and condition, by the Mortgagor to be kept, observed or performed under or according to any and all instruments, obligations. contracts or agreements entered into or to be entered in the future retween the Mortgagor and the Mortgagee

Mortgagor hereby covenants, warrants and agrees as follows.

- To pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the Indebtedness at the time and in the manner described thereon
- If required by Mortgagee, to make monthly deposits with Mortgagee, in a non-affects bearing account, at the same times as installments of principal and interest are pay-tile of a sum equal to one-twelfth (1/12) of the estimated yearly taxes and issessments levied on to be levied against the Premises and insurance premiums, all as estimated by Mortgages, but with an unitial payment into escrow which initial payment, logs her with such subsequent monthly payments, will be sufficient to pay such estimated taxes and assessments and insurance premiums as and when they become due an i payable. Such deposits shall be applied by Mortgages to the payment of such taxes and assessments and insurance premiums when due. Any insufficiency of such account to pay orch taxes, assessments and insurance premiums when due shall be payable to Mortgagor on demand. Upon any default under this mortgage. Mortgagee may apply any finds:) said account to any obligation then due under this inortgage. The enforceability the covenants relating to taxes, assessments and insurance premiums herein otherwise provided will not be affected except insorter as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Mortgagee may all only the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Mortgagor in writing of such waiver or reinstatement. While any such waiver is in effect, Mortgagor will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this mortgage
- So long as any part of the Indebtedness shall be unpaid. To remove from said premises all statutory its claims, to protect the title and possession of said real estate, and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, at takes and assessments, general and special, now existing or hereafter levied or assessed, upon said real estate or the interest therein created by this mortgage, or which us the law, of Illinois may be levied or assessed against said. Mortgagee or its mortgage interest in said said, or the Indebte these or upon this mortgage, and deliver to the Morro use satisfactory evidence of payment thereof.
- To abstain from the commission of waste on the Premises and to keep the buildings thereon and the Equipment in good replin and promptly comply with all statutes ordinance-regulations and requirements of all departments of government, affecting the Premises. Subject to the provisions of paragraph 3 and 18 the Mortgagor will promptly repair restoric replace or rebuild any part of the Premises now or hereafter subject to the lien of this mortgage which may be damager of destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9. The Mortgagor will not initiate join in or one ent to any change in any private restrictive covenant, zoning undinance, or other public or private restrictions, limiting the uses which may be made of the Premises or any part and or one.
- To keep said buildings, and any which may hereafter be erected upon the Premises and the Equipment insured against this or damage by the professor of the full in unable value, in such amount or amount or amount as may be required by said Mortgagee in such amount or amount as may be required by said Mortgagee in such amount or amount as may be required by said Mortgagee but not less than 100% of the full in unable value, in such amount or company or companies as the said Mortgagee lits successor or as ityms may approve, and to deliver to said Mortgagee, as additional security herico, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings and the Equipment while any part of the indebtedness shall remain up and having affacted to said policies such mortgage indemnity clauses as said Mortgager shall direct. Renewals of such policies shall be so delivered at least ten days before any scientistications that expire. All such insurance carried shall be satisfactory to Mortgagee. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgagee. Each policy evidencing such insurance shall be relivered to Mortgagee. Each such policy shall it revises that at least ten days before any said the revise that it is not ten of loss, shall be in a form and substance acceptable to Mortgagee, and shall be delivered to Mortgagee. Each policy shall it revises that the revise that it is not ten of the result of the payable to Mortgagee by the insurer. Any sum which it is become due ander any such poincy may be applied by Mortgagee, at its option, either to reduce the insortance shall be given solitiqued by employee and such poincy may be applied by Mortgagee, at its option, either to reduce the indebtedness or to replace the improvements covered by sale, but it is event of any loss or damage to the Premises. Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee shall have the right to make proof of such its in the Mortgager of the Premises. Mortgagee shall be payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly to Mortgagee and the Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any such policy. Mortgagee may produce and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgager fails to replace any such insurance within ten days after being notified that the insuring company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance shall thenceforth, and until the period of redemption shall expire, be made payable to the purchaser at sale, and in such event said Mortgagee is tereby authorized to collect the unearned premium on any such policy as it may cause to be cancelled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate
- In case Mortgagor shall neglect or refuse to keep the Premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens un the Premises, or to keep the buildings, the Equipment and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the any statutory termines for the Premises for to keep the business. The Mortgagee may all shall so elect make repairs pay such taxes and assessments, with the accrued interest positions officer's fees, and expenses thereon, redeem the Premises which may be sold or forfeited for taxes or assessments, with the accrued interest, penalties officer's fees, and expenses thereon, purchase any tax title thereon, remove any tax title thereon, remove any statutory lens and prosecute or defend any suits in relation thereto insure and weep insured said buildings in the sum, as aforesaid or far any less, sum and for such time, as Mortgagee may deem proper. Any sums which may be so paid out by Mortgager and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and afformer's fees paid in any suit affecting the Premises, when necessary to protect the feen hereof, shall be an interest from the dates of such payments at a rate equal to the highest rate set forth in the Note, shall be paid by Mortgager upon demand and shall be deemed a part of the Indebtedness, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax title so purchased, paid or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

0986612 Real Estate Mortgage (ILLINOIS) 0591

. Mortgagor at the request of the Mor

If the Mortgagee shall incur or expend any sums including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority or to protect or enforce any of its rights hereunder or to recover any inhebitedness hereby secured, or for any little examination or title policy relating to title for the Premises, or for any appraisal or re appraisal of the Premises, all such sums shall on notice and demand be paid by the Mortgager, together with interest thereon at the default rate described in the Note and shall be alien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

The rights of the Mortgagee ansing under the clauses and revenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others, that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding

This mortgage can not be changed except by agreement in writing signed by the party against whom enforcement of the change is sought

If any provision of this mortgage shall be prohibited or unenforceable by any application of law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the unenforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof

Nothing contained in this Mortgage or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of Mortgagor and Mortgagee. There is no partnership or joint venture between the Mortgagee and Mortgagor, or between Mortgagee and any other person and the Mortgagee is not responsible in any way for the debts or obligations of the Mortgagor or any other person. Nothing in this Apprehment or its attachments makes the Mortgagee a liduciary for the Mortgagor or any other person or an owner or operator of the Premises

Any appraisals of the Mortgagor is property or evaluation of the potential profitability of the enterprise to be engaged in by the Mortgagor in connection with the extension of credit from the Mortgagor of the Mortgagor are for the sole benefit of the Mortgagor and do not constitute a representation of the likelihood of profitability of such enterprises by the Mortgagor to the Mortgagor.

This mortgage shall be governed by Illinois law The pronouns and relative words herein used shalf be read as if written in the singular, plural, leminine or neuter forms so as to appropriately refer to the party or parties designated.

Additional Provisions (if this section is left blank, there are no additional provisions.)

IN WITNESS WHEREOF ** introduced has executed this Mortgage the day and year first ibov written

STATE OF ILLINOIS

COUNTY OF

Jerome L. Rappin

Individual

to me known to be the person(s) described a and who executed the foregoing instrument and (severally) acknowledged to me that he/she/they

executed the same

PARHOUNE

to me known to be a partner in the partnership described in and helishe/they which executed the foregoing institument and acknowledged to me

that such partnership executed the same

RODRIGORNO

to me known to be an other in the corporation described in and hyrshig/they which executed the foregoing instrument, and acknowledged to me

My Commission DAL WEL R, BRONSON

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION FLITTES 12/07/97

that such corporation executed the same

County, Illinois

THIS DOCUMENT DRAFTED BY

Lica Minjares (David A. Smith)

clo First of America Bank Northeast Illinois, N.A.

325 N. Hilwaukee Ave.

Libertyville, Illinois 60048

Acto: LOAN OPTRATIONS

WHEN RECORDED RETURN TO

East of America Bank-

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The Mortgagor's failure to pay any insurance premium, upon policies covering any of the Premiss, or any installments thereof, before any interest or penalty for nonpayment attaches thereof, shall constitute waste and the Mortgagor agrees to and hereby does consent to the appointment of a receiver with such powers as the court making such appointment shall confer.

Payment by the Mortgagee for and on behalf of the Mortgagor of any such delinquent tax, assessment or insurance premium, properly payable by Mortgagor or der the terms of this mortgage, shall not cure the default herein described nor shall it in any manner impair the Mortgagee's right to the appointment of a reserver on account thereof

As additional security for payment of the Indebtedness, interest thereon, insurance premiums, taxes and assessments, at the time and in the manner therein agreed, and for the performance of the covenants and agreements here in contained, the Mortgager the rents, issues and profits of the Premiscs, and in the event of a default in the terms, conditions, covenants or promises contained in this mortgage or in the Note. Mortgager may receive and covered said rents insues and profits so the receipt and collection of such rents, issues and profits so the receipt and collection of such rents, issues and profits shall not be deemed an owner or operator of the Premises at may be defined in any other contained and work regulation. As of the date of this mortgage, as additional security. Mortgager needly assigns to Mortgager all written or oral leases, whether now in existence or which regulation in a for the bulletor mis mentitives, as authorized activity increasing necessary assigns to mortgage an interest or oral leave. A section of mention of many present of the mortgage or any extension hereof, and the rents thereunder covering the Premises. The order lion of ments by Mortgage shall in no way waive the right of the Mortgage to to eclose this mortgage in the event of said default or defaults. This assignment of rents shall run with the kind and be good and valid as against the Mortgagor herein, or those claiming by, under or through the Mortgagor from the dute of the recording of this instrument. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period, for the payment of such deficiency.

The Montgagor will not assign the whole or any part of the rents, income or profits arising from the Premises without written consent of the Montgagee

in the event of default in any of the terms, conditions or coverants of this mortgage, the Mortgagor shall upon demand therefor made by the Mortgagor, deliver and surrender possession of the Premises to the Mortgagee, who shall thereafter collect the rents and income therefrom, cent or leave the premises or purtion thereof upon such terms and for such time as it may deem best, terminate any tenancy and maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser.

In the event that the Mortgagor tails, refuses o ineglects to deliver or surrender such possession, the Mortgagee shall be entitled to the appointment of a receiver of the Premises and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment may confes

- the Premises and of the earnings, income issue and profits thereof, with such powers as the court making such appointment may confer.

 Notwithstanding any taking by eminent domain, or injury to or decrease in value of the Premises by any pubble or quasi-public authority, the Mintgagor shall continue to pay interest on the entire principal sum secured by this Mortgagor and are such award or payment shall have been actually received by the Mortgagor and no reduction of principal shall be deemed to five effect until such receipt by the Mortgagor thank and or payment may, at the option of the Mortgagor be retained and aboved by the Mortgagor toward payment of the Indebtedness kind not to any receipt by the Mortgagor of such award or payment, the Premises shall have been sold on forecosure of this mortgagor, the Mortgagor shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagor in an extensive mortgagor must have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagor in an expensive mortgagor in an expensive mortgagor must be such as su
- The entire indebtedness, together with infinest flereon, shall become due and payable, and this mortgage subject to foreclosure at the option of the Mortgagee without notice except as may be otherwise provided herein
 - (a) after default in the payment when due (which by acceleration or otherwise) of any installment of principal of or interest on the Note or on the Indebtedness or (b) upon default in the observance or performance of any covenant or agreement of the Mortgagor in this mortgago in if Mortgagor shull default in the due performance or observance of any other obligation under any other riporto ge note security agreement, loan agreement lease, pledge agreement assignment security or other agreement, instrument or document herefolde or hereafter executively the Mortgager and delivered to the Mortgager (collectively the "Loan Documents") or
 - (c) upon the election by the Mortgaged to accelerate the maturity or said principal sum pursuant to the provisions of the Note. this mortgage or any of the Loan Documents or (d) if Mortgagur (or, if Mortgagur is more than one person, any or such pursons) or any guarantor of the Indebtedness shall die, dissolve, become insolvent, or make an assignment for the benefit of its creditors, or
 - (e) if any quaranty that now or hereafter secures payment or perform noe of all or any part of the indebtedness shall be terminated or limited for any reason, without the prior written consent of the Mortgagee or
 - (f) If a voluntary, or involuntary case in bankruptcy or receivership shall be zonim inced by or against Mortgagor (or if Mortgagor is more than one person, any of such personal)
 - or any quaranter of any of the Indebtedness, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand (g) Upon default in the observance or performance of any of the provisions of Section 2 or this Mortgage, or if any warranty, representation or statement made or furnished (g) Open default in the observables of performance of any of the provisions of section is mortgage, or it is in the Mortgager by or on behalf of the Mortgagor, in connection with the environment all condition of the Promises or to induce the Mortgager to make a loan to the Mortgagor proves to have been false in any material respect, or if in environmental condition occurs subsequent to the date of this mortgage.
 - Firther, upon occurrence of any default described above, any agreement between the Mor. nacr. and the Mortgagee concerning release of any portion of the Premises of the consideration to be paid or payable for such release shall be culti-void and of no further effect.
- The Mortgagee and any persons authorized by the Mortgagee shall have the right from time to raise to copraise or to cause the Mortgagor to appraise the Premises and to enter and inspect the Premises at all reasonable times
- That the Mortgagee shall have the right from time to time to sue for any sums whether interest, damages to tail re to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this mortgage, as the same become too, without regard to whether or not the principal sum secured or any other sums secured by this mortgage shall be due and without prejudice to the right of the Mortgage thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.
- Mortgages shall have all rights and remedies growded for in this mortgage and otherwise permitted by law. In addition for in occurrence of a detailf by Mortgagor under the terms of this mortgage or the Note, Mortgagee shall have the right, and is hereby authorized.
 - (a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereaft it tuck he does under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises of any interest thatein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided, that Mortgagee shall have no culic atom to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or tile any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, not shall Mortgagee be liable for any of the Mortgagor's obligations under any such lease, land contrict, or other agreement.
 - (b) To obtain or update abstracts of title, title searches and title insurance with respect to the Premises and all sums expended therefor small be port of the Indebtedness and shall bear interest at the highest rate set forth in the Note
 - (c) To forestime this mortgage by action pursuant to applicable law, and
 - (b) to be lose the mis-mortgage by action personn to appreciate with and to execute and deliver to the purchasers at such sale good and sufficient deeds of colored and to execute and deliver to the purchasers at such sale good and sufficient deeds of colored and to execute and deliver to the purchasers at such sale good and sufficient deeds of colored and in a containing any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys fees as provided by taw to Mortgagor, all in a containing any like the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in a duffic in thereto or in substitution therefor
 - All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagee in the exercise of any right or ramedy shall operate as a waiver thereof, and no single or partial exercise of any right or ramedy shall operate as a waiver thereof, and no single or partial exercise of any right or ramedy shall operate as a waiver thereof, and no single or partial exercise of any right or ramedy shall operate as a waiver thereof, and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy shall operate as a waiver thereof and no single or partial exercise of any right or ramedy.
- That in case of any sale under this mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels or portions thereof, manner or order as the Mortgagee in its sole discretion may elect
- Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage (i) any right to marshallang of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.
- If the ownership of the Premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgager may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured, in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's lability hereunder or upon the debt hereby secured. The Mortgagor shall at all times continue primarity liable on the Indebtedness until this mortgage is fully discharged or Mortgagor. is formally released by an instrument in writing duly executed by the Mortgagee
- Mortgagor(s) jointly and severally understand, agree and expressly consent, that Mortgagee hereby reserves and shall have the optional right to declare all sums secured by this mortgage to be immediately due and payable, in the event the Mortgagor without Mortgagee's prior written consent, grants any other mortgage, then or encumbrance upon the Premises or sells transfers, assigns, or conveys any interest in the mortgaged Premises, exclusive of and excepting any sale, transfer or conveyance (a) by and to any initial Mortgagor, or (b) by testamentary device, inheritance or by operation of law upon the death of a joint tenant or a tenant by the entirety. Mortgagee's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of the Mortgagors or to any one or more of the parties to whom such mortgage, lien or

demain award, or proceeds from any safe of the Premiser at threchouse. Mortgages shall have the light to apply such sents in profits or proceeds, in Such amounts and in proportions as Mortgages shall in as sole discretion, determine to the function partial satisfaction of unit of the Indebtedness and philipations of Mortgagor's secured hereby including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.

Mongagor warrants that it owns all Equipment used in the inamitivance and inpreaded of any business free and clear of any and all liens, becoming interest or both except for the secondy interest and sen granted by this Morgagor further warrants that is no all Equipment brought on the Premises to be used in the operation and maintenance of any building on the Premises it will own all such Equipment at the time such Equipment in the operation and all sens or security interests or both except for the fiel and security interest granted by this Mortgagor further warrants that it has the right to convey a security interest in such property to the Mortgagoe.

Mortgagor agrees as follows: (a) That upon detault hereunder and acceleration of the Indebtedriess pursuant to the privisions hereof, the Mortgagoe may, at its discribion regards the Mortgagor to assemble the movable Equipment, or any part thereof, and make it available to the Mortgagoe at a place reasonably convenient to both parties to be require the Mortgagor to assemble the movable Equipment or any part thereof and make it available to the Mortgagor at place final/other than Mortgagor and parties to the Mortgagor at place of any public sale of any of designated by the Mortgagor. (b) that the Mortgagor shall give the Mortgagor indice of the provision for notice that the figure of the time after which any provide sale or other intended disposition, then thereof is to the made by sending notice to the Mortgagor at least ten (10) days before the time of the sale or other disposition, which provisions for notice the Mortgagor and Mortgagor are reasonable provided, however, that nothing before the Mortgagor and Mortgagor error proceeding as to both real and personal property in accordance with Mortgagor is remedies in respect of real property as provided in Article. 9 of the Mortgagor in the Mortgagor is the Mortgagor of the Mortgagor in the revent of default under this mortgage. The Mortgagor have the rights and remedies provided in Article. It is a supplied to the Mortgagor of a second that foreign the Article of the Mortgagor of a second that foreign the Article of the Mortgagor of a second that foreign the Article of the Mortgagor of the Article of the Article of the Mortgagor of the Article any disposition of any of the Equipment may be applied by the Mortgage to the payment of expenses incurred in connection with disposition of any of the Equipment including reasonable attorneys, fees and legal expenses, and any halance of such proceeds may be applied by the Mortgager rewards the payment of the obligation secured by this mortgage.

Mortgagor shall execute acknowledge and deliver, from time, such further instruments as may be inquested by Mortgage to continuous protect the lien of this Mortgage on the Equipment and focuses under the provisions of the Code, or effective, and this Mortgage shall be considered to be and shall be constitued as a security agreement in which Mortgagor quants. Mortgage a security interest in the focuses and Equipment as previously described three.

Mortgagor will, of single or permit to exist any her, encombrance or security interest in the Premises, to, or in favor of, any one other than the Mortgagee

(a) All covenants, warr lates and representations from the Mortgagor to the Mortgagee in any Environmental Cert house executed by the Mortgagor and relating to the Premises are incorporated herein the representations of the mortgages to the mortgages in any environmenta. Certificate executed by the Mortgages and relating to the Premises are incorporated herein the reference in their entirety. The preach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of default under the terms of this Mortgage.

to the dark of the least state of the senses is not contaminated by Hazardons Materials cas defined herein) and further covenants, so long as the Indebtedness remains outstanding to that it shall not cause of permit its presolt of any intentional or unintentional act of omission on the part of the Mortgagor, any tenant, subtenant or occupant, the discharge dispersal, release or disposal of its vacuum Materials onto the Premises, and up that it shall not allow any conditions to exist that would subject if to damages, penalties, injunctive relief or clean-up costs under any aprilicabilitederal state or local statutes, laws or regulations, or at common law

to Mortgagor shall comply with and ensure or optiance by all lemants, subtlement, and occupants with all applicable federal, state and local laws, ordinances, rules and regulations with respect to environmental matters, and man keep the Premises tree and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations.

(d) In the event that Mortgagor receives any information notice or advice from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or his event with regard to Hazardous Materials. Mortgagor shall immediately notify the Mortgagoe and in no event later tabolize thresholds after such receipt. The phrase l'environmental condition includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface. strata and the ambient air

(e) If Mortgagor breaches any covenant, warranty or repret intaken crinicamed herein or it. Mortgagor permits any condition of the Premises which impairs the environmental condition of the Premises, the Mortgagor, at his connect at condition of the premises, the Mortgagor at his connect any condition or substance causing degradation of the environmental condition or substance causing degradation of the environmental condition or substance causing degradation of the environmental condition of the Premises in accordance with governmental or judicial direction and all applicable federal state and local taws, ordinances, rules, regulations and policies and or the satisfaction of the Mortgagor shall provide Mortgagor with copies and verification of all reports conserving such investigations and other actions so take.

of an reports concerning out hinvestigations and other actions so taking.

(f) If an environmental assessment has been conducted at Mortgagee's request, such assessment shall not be dirented a waiver or relinquishment of Mortgagee's right to rely on the covernants, representations, warranties or agreements intake national and the covernants representations, warranties or agreements intake national and the time during the time during the time during the time during the time of the timebothness, the Mortgager reasonably believes that any cederal state and boundary ordinance rule or regulation, with respect to Hazardinus Matcrials or the environmental condition of the Premises has been or is being violated, the Mortgagee shall have the hight to require Mortgagor, at Mortgagor is expense, to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagee shall not be required to make any advances or loans to the Mortgagor. Mortgagee shall not be required to make any advances or loans to the Mortgagor. Mortgagor shall not be required to make any advances or loans to the Mortgagor is expense, to the Mortgagor shall not be required to make any advances or loans to the Mortgagor is expense, to the Mortgagor shall not be required. Only shall in no way limit its other rights and remedies outlined nervil and in the Loan Documents.

tights migriss and remedies doubled repair and in the Coad documents.

(g) The Mortgagor shall provide the Mortgagee with reasonable access to the Premises, the Mortgagor is usiness records and Mortgagor is agents and employees for the purpose of confirming compliance with the provisions of this mortgage, conducting or causing to be conducted any commental assessment or assessments and protecting the Mortgagee's security interest. The Mortgagee shall be under no duty to exercise such access, the nonexercise of which shall in no way prejudice the rights of the Mortgagee under this mortgage or otherwise

Mortgagor has a continuing duty to notify the Mortgages of any change of conditions affecting the continuing accuracy and truthluness of any covenant, representation, or warranty of the Mortgagor contained in this Mortgage or in any Environmental Certificate delivered by Mol gagor to Mortgage.

The Mortgagor agrees to indemnify, defend and hold harness. The Mortgages agrees any and all chams losses units, damages, liabilities, and expenses (including all reasonable attorneys tees) asserted against or included by the Mortgager and directly or indirectly arising out of or a in-bit able to the Mortgagor's hreach of any covenant warranty or representation herein. Mortgagor's use of the airdous Mareirals, solution of federal state or focial laws, ordering a late or regulations by the Mortgagor or by others and whether occurring factors after the execution of this Mortgagor and Mareirals. by All obligations and habitities of the Mortgagor under this Mortgage including but not united to the indemnity contained here it shall survive discharge of the Mortgage as a result of foreclosure or deed given in the unterpot for any other exercise by the Mortgage of any remedies available to it for any distall under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.

in tunitorice and effect at the time any craim or action is asserted by or ugainst the Mortgagee.

(A) For purposes of this Mortgage. "Hazardous Materials ishall include without limitation any children and the impatrice is asserted by any lederal transfer in the environment. Iteratives performed the transfer is according to the environment flammable explosives performed tractions performed and environmental substances assested substances assested containing materials polyclibic materials polyclibic national golding polyclibic or related or similar materials. In a complete substances or materials defined by they rederal state or local environmental rew profinance rule or regulation including without limitation, the Cump sherified Environmental Response Compensation and Liability. Act of 1980, as amended 47:11.5.5. Sections 9601 et seq.) the Hedgest Inserticide Europeide and Rodendorde Act as amended 47:11.5.5. Sections 9601 et seq.) the Edecat Inserticide Europeide and Rodendorde Act as amended 47:11.5.5. Sections 1801 et seq.) The Planck Environmental Response Compensation Act, as amended 47:11.5.5. Sections 1801 et seq.) The Planck Environmental Response Act, as amended 47:11.5.5. Sections 1801 et seq.) The Planck Environmental Response Act, as amended the Response Compensation Act, as the Indiana Hazardore Marchael Planck Environmental Response Act, as amended the Response Compensation Act, as the Indiana Hazardore Marchael Planck Environmental Response Compensation Act, as a Planck Enviro (M.C.L. 299 601 et seg.) the Minor: Favironmenta, Protection Act, as amended (M. Rev. Stat. 1983 Ch. 1111 2, 1, 1001 et seg.), or the Indiana Hazardous Wasia (Inc.) is amended (IC 13.7 et seg.), and the regulations adopted and publications promulgated pursuant thereto

All notices to Mortgagor and to Mortgagoe shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagoe appearing on the first page hereof, or if and when delivered personally

That if the Mortgagor consists of more than one person, such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein, if the Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.

The terms, conditions and covenants contained tierem shall pind, and the benefits and advantages thereof inute to the respective heirs, executors, administrators, assigns, personal representatives, and successors of the parties hereto

(a) Mortgagee may at any time release all or any part of the Premises from the wen of this Mortgage or release the personal liabety without giving indice to for obtaining the consent of the holder of any mortgage or lien upon the other interest in the Premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other encumbrance on the Premises.

(b) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indeptedness, (ii) waives notice of any advances or other extensions of credit included in the Indeptedness, or to enforce any security therefor before exercising its lights and remedies under this mortgage, and unit agrees that the validity and enforceability of this mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or secure priority of, any other security at any time given or agreed to be given, by any person of the indebtedness

to Mortgagee is authorized from time to time and without notice to inconsent by Mortgagor, and with or without consideration, to give and make such extensions, renewals, modifications, wavers, settlements, and compromises, on such terms and consideral say Mortgagor may see fit, with regard to any of the Indebtedness as to which Mortgagor is not the obligor or with regard to any security for the Indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this mortgage.

UNOFFICIAL COPY

EXHIBIT A 3 4 7 3 TO **REAL ESTATE MORTGAGE**

Description of Real Estate

Tax Identification Number: 13-34-105-004

LOTS 8 TO 10 IN BLOCK 2 IN GAUNTLETT'S AND COLLINS SURDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH. RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AD RESS: 4633-39 WEST FULLERTON AVE. AND 2344-46 NORTH KENNETH, CHICAGO, HALINOIS THIS IS NOT HOMESTEAD PROPERTY

0986613 Exhibit A To Real Estate Mortgage (ILLINOIS) 0591 # FIRST* AMERICA

UNOFFICIAL COPY

Property of Coot County Clert's Office

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