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MR. JAYANTI C. SHAH AND MRS. VINA J. SHAH  
(Mortgagor)

AND

STATE BANK OF INDIA  
(Mortgagee)

SECOND MORTGAGE AND SECURITY AGREEMENT

Dated as of January 31st 1994.

THIS MORTGAGE CONTAINS AN AFTER-ACQUIRED PROPERTY CLAUSE.  
THIS MORTGAGE ALSO CONSTITUTES A FIXTURE FINANCING STATEMENT  
UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF ILLINOIS. THIS  
MORTGAGE IS A SECOND MORTGAGE AND IS EXPRESSLY MADE SUBJECT AND  
SUBORDINATE TO MORTGAGE DATED AUGUST 25 93 AND RECORDED  
SEPTEMBER 24, 1993 AS DOCUMENT 93767200 MADE BY MR. JAYANTI C. SHAH  
AND HIS WIFE MRS. VINA J. SHAH TO LEE SERVICING COMPANY NJ (THE  
"PRIOR MORTGAGEE")

P.I.N. 04-17-300-109-0000

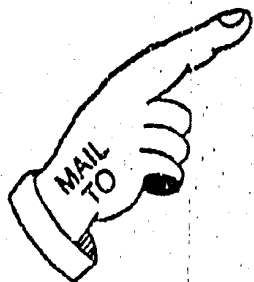
Street address of Premises:

3265 OLD MILL ROAD,  
NORTHBROOK, IL. 60062.

Prepared by:

Record and return to:

STATE BANK OF INDIA,  
19 SOUTH LASALLE STREET,  
CHICAGO, IL. 60003.  
Attn: G.M. KRISHNAN



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THIS SECOND MORTGAGE dated as of January 31st, 1994, between Mr. Jayanti C. Shah and his wife Mrs. Vina J. Shah ("Mortgager") and STATE BANK OF INDIA having its principal place of business in Illinois at 19 South La Salle Street, Chicago, Illinois 60603, and its successors and assigns ("Mortgagee").

## W I T N E S S E T H:

WHEREAS, Mortgagee has agreed to make available to Mr. Jayanti C. Shah D/B/A Indian Diamonds, ("Borrower") a Working Capital line of USD 500,000 and Trust Receipt limit of USD 100,000 as described in a certain loan commitment letter dated June 21st, 1991 (the "Loan Commitment"); and

WHEREAS, Borrower has delivered to Mortgagee a note dated June 21st, 1991 in the amount of USD 500,000 (the "Note") evidencing his indebtedness to Mortgagee;

WHEREAS, Mortgagors are the owners of the property commonly known as 3265, Old Mill Road, Northbrook, Illinois 60062, legally described on exhibit "A" attached hereto and made a part hereof (the "Real Estate") and whereas they had guaranteed repayment of all sums advanced to the borrower pursuant to the guaranty executed by them on June 21st, 1991 and in such capacity as guarantors had mortgaged their property to the mortgagee in terms of Mortgage Modification Agreement dated November 22nd, 1991 and other related documents (collectively called herein The Previous Second Mortgage); and

WHEREAS, the mortgagee, on the request of the mortgagors had subsequently agreed to release The Previous Second Mortgage on the specific undertaking by the mortgagors that the said second mortgage on the property would be reinstated as soon as possible after the first mortgage on the property is changed, which change was contemplated by the mortgagors to achieve certain savings on the first mortgage interest rates; and

WHEREAS, the mortgagors have since completed the transaction and replaced the previous first mortgage by a fresh mortgage dated August 25 93 to Lee Servicing Co NJ recorded as Document 95767209 in the office of the Cook County Recorder on September 24, 1993.

NOW, THEREFORE, for and in consideration of the continued funding of the note by Mortgagee to Borrower, the receipt of which is hereby acknowledged, and for other valuable consideration received, the adequacy and sufficiency of which are hereby acknowledged, and as security for the following, sometimes collectively referred to herein as the "Obligations Secured Hereby" (a) the payments to be made under the Note, including without limitation, the payment of the principal of and interest on the Note and costs and expenses incident thereto, (b) all

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amounts which Mortgagee in its sole discretion may advance and pay under the terms of this Mortgage; (c) any amounts drawn down under the Trust Receipt limit aforementioned and (d) the faithful performance of the covenants and agreements of Mortgagor herein contained and contained in the Note and any other securing of other agreement now or hereafter given by Mortgagee, Mortgagor does by these presents grant, mortgage and convey unto Mortgagee, its successors and assigns, the Real Estate, TOGETHER WITH:

(a) all and singular the easements, rights -of-way, licenses, privileges, tenements, appendages, hereditaments, waters, water courses, riparian rights, appurtenances, other rights, liberties and privileges at any time belonging or in any wise appertaining to the Premises (as hereinafter defined), or any part thereof including without limitation, any claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainders thereof; and also all the rents, issues, proceeds and profits now or hereafter accruing therefrom;

(b) all rights and benefits of whatsoever nature derived or to be derived by the Mortgagor under or by virtue of any part thereof, now or hereafter entered into by Mortgagor, its respective agents or employees, and the reversions and subreversions thereunder, and all rights and benefits to be derived by Mortgagor therefrom; and all rents, issues, profits, revenues, royalties, bonuses, receipts, rights and benefits due, payable or accruing or to be accrued including, without limitation, all deposits of money as advanced rent or for security) under any and all leases or sub-leases now or hereafter entered into and renewals thereof of, or under any contracts or options for the sale of all or any part of the Premises (including, without limitation, those accruing during any period allowed by law for the redemption of all or any part of the Premises after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive, and receipt for all such rents and other sums and apply them to the obligations secured hereby and to demand, sue for the recovery of the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor or its agents or employees, under the provisions of such leases or subleases or other agreements nor shall such obligations be imposed upon Mortgagee;

(c) all the estate, right, title and interest, if any, of Mortgagor (including, without limitation, any after-acquired title, franchise or license and the reversions and remainders thereof) in and to the land lying within any alley, way, roadway, strips and gores, or bends adjoining the Real Estate;

(d) all property and rights of Mortgagor, if any, which are by the express provisions of this instrument required to be subject to the lien hereof and any additional property and rights

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that may from time to time hereafter, by installation or writing of any kind, be subject to the lien hereof by Mortgagor or by anyone in Mortgagor's behalf, and all proceeds of insurance;

(e) all rights of Mortgagor in and to common areas and access road on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion with respect thereto;

(f) all of the right, title and /or interest of Mortgagor and of any other person or entity, in all buildings, structures and improvements now or hereafter erected or placed on the Real Estate, and all materials intended for construction, reconstruction, alterations and repairs thereof, all of which materials shall be included within the Premises and subjected to the lien hereof immediately upon the delivery thereof to the Real Estate, and also, together with all fixtures of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Real Estate, or the building or improvements located thereon, or any part thereof, and used or usable in connection with any present or future operation of Real Estate, including, without limitation, all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire extinguishing, plumbing, cleaning, electrical, communications and power equipment, systems and apparatus; and all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing and that the enumeration of any specific items of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated; and

(g) All judgments, settlements, awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises, or any part hereof, for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including without limitation, for severance and consequential damage thereof or for change in grade of streets;

the "Premises" as the term is used herein, shall include the Real Estate described on Exhibit "A" attached hereto together with the rights, properties and other things enumerated, with respect thereto, in foregoing subparagraphs (a) through (g).

TO HAVE AND TO HOLD the Premises, together with the privileges, fixtures and appurtenances thereunto belonging, and all rents, issues, profits and proceeds therefrom, and the other properties, rights and privileges herein granted, unto Mortgagee, its successors and assigns forever, for the uses and purposes herein expressed. Mortgagor covenants that it is well seized for an indefeasible estate in fee simple in the Premises subject only to those matters set forth on Exhibit A attached hereto, and has good right and full power and authority to grant, warrant,

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mortgage and convey the Premises in manner and form herein provided, thereby creating a valid mortgage lien thereon, subject only to Permitted Encumbrances, as defined in the Note; and that the Premises is free from the lien of all taxes due and payable; and that Mortgagor will defend the title to the Premises with the privileges and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever, against all claims and demands whatsoever.

THIS MORTGAGE IS GIVEN TO SECURE PERFORMANCE OF EACH AND EVERY OF THE OBLIGATIONS IN ACCORDANCE WITH THE TERMS AND PROVISIONS HEREOF.

In the event that Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event of an assignment of all or any portion of the beneficial interest in Mortgagor (including a collateral assignment thereof) whether by operation of law, voluntarily or otherwise, or in the event Mortgagor shall contract to do any of the foregoing the Mortgagee or Holder of the Note has the unqualified right to accelerate the maturity of the Note causing the full principal balance, accrued interest and prepayment premium, if any, to be immediately due and payable upon notice to Mortgagor.

PROVIDED ALWAYS, that if the principal of and interest on the Note shall be paid at the times and in the manner provided in the Note and if all other sums and obligations secured hereby and secured by the Note, and any other securing and other agreements given by the Mortgagee shall be paid, and if Mortgagor shall cause to be kept, performed and observed all of their respective covenants and conditions pursuant to the terms of the Note and this Mortgage and shall pay or cause to be paid to Mortgagee all sums of money due or to become due to it in accordance with the terms and provisions of the Note and this Mortgage, then upon the final payment thereof the mortgage lien and security interest hereby granted shall cease, determine and be void and Mortgagor shall be entitled to release of the lien of this Mortgage within thirty (30) days after the full payment of the Obligations Secured Hereby; otherwise this Mortgage shall be and remain in full force and effect.

MOREOVER, Mortgagor covenants and agrees with Mortgagee, its successors and assigns, as follows:

**SECTION 1. Amounts Payable.** Mortgagor hereby covenants and agrees to repay the loan as provided in the Note. The obligations of Mortgagor to make the payments required in the Note and to perform and observe the other agreements contained herein and in the Note shall be absolute and unconditional and shall not be subject to any defence or any right of set-off, counterclaim or

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recoupment arising out of any breach by Mortgagee of any obligation to Mortgagor, whether hereunder or otherwise or out of any indebtedness or liability at any time owing to Mortgagor by Mortgagee and until such time as the principal of and interest on the Note shall have been paid in full and all other sums secured hereby and secured by the Note or any securing agreement given by Mortgagee shall be paid.

**SECTION 2. Maintenance and Modification of Premises by Mortgagor.** Mortgagor agrees that it will, at its own expense, maintain, preserve and keep the Premises or cause the Premises to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that Mortgagor will from time to time make or cause to be made all necessary repairs, replacements and renewals therefor. Mortgagee shall have no responsibility in any of these matters or for the making of improvements or addition to the Premises.

In addition, Mortgagor shall have the privilege of remodeling the Premises or making substitutions, additions, modifications and improvements to the Premises from time to time as Mortgagor, in its reasonable judgement, may deem to be necessary or desirable for their preservation and operation the costs of which remodeling, substitutions, additions, modifications and improvements shall be paid by Mortgagor, and the same shall be included under the terms of this Mortgage as part of the Premises; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not cost more than \$2,500=00 in any calendar year and shall not in any way damage the Premises, or interfere with its intended use; and provided that any construction, remodeling, substitutions, additions, modifications and improvements of the Premises of any dollar amount shall not, upon completion of such remodeling, substitutions, additions, modifications and improvements, be of a value less than the value of the Premises immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this section 2 may be disposed of by Mortgagor in any manner and in the reasonable discretion of Mortgagor; and provided that no such substitution, modification or improvement shall be made to the Premises without the prior written consent of Mortgagee if the cost of such substitution, modification or improvement shall be \$2,500=00 or more. Mortgagor will not permit any mechanic's or other lien to be established or remain against the Premises, or any part thereof, for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications improvements, repairs, renewals or replacements so

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made by Mortgagor, provided that if Mortgagor shall first notify Mortgagee of Mortgagor's intention so to do, and upon depositing with Mortgagee an indemnity acceptable to Mortgagee in an amount sufficient in Mortgagee's judgement to cover the unpaid portion of any such lien, Mortgagor may in good faith contest any mechanic's or other lien filed or established against the Premises, or any part thereof, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee determines in its sole judgment that by nonpayment of any such items, the lien of this Mortgagee as to the Premises, or any part hereof, will be materially endangered or the Premises, or any part thereof, will be subject to loss or forfeiture, in which event Mortgagor shall pay promptly and cause to be satisfied and discharged all such unpaid items. Mortgagee will cooperate fully with Mortgagor in any such contest, upon the request and at the sole cost and expense of Mortgagor.

SECTION 3. Taxes, other Governmental Charges and Utility Charges. Mortgagor will pay or cause the payment of, as the same respectively become due, and provide satisfactory evidence of such payment to Mortgagee upon receipt by it of such evidence, all taxes and governmental charges of any kind whatsoever that may at any time to be assessed or levied against or with respect to the Premises, or any part thereof, or any building, machinery, equipment or other property acquired by Mortgagor in substitution for, as a renewal or replacement of, or a modification, improvement or addition to, the Premises, or any part thereof, including with out limiting the generality of the foregoing, any taxes levied upon the Premises which, if not paid, will become a charge on the receipts from the Premises, or any part hereof, prior to or on the party with the charge of this Mortgage, or any interest therein or the revenues derived therefrom or hereunder; and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Premises, or any part hereof, and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Premises, or any part hereof.

Mortgagor may, at Mortgagor's expense and in Mortgagor's name, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest and any appeal therefrom unless Mortgagee determines in its sole judgment that by nonpayment of any such items the security afforded pursuant to the terms of this Mortgage will be materially endangered or the Premises, or any part hereof, will be subject to loss or forfeiture, in which event such taxes, assessments or charges

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shall be paid forthwith. In the event that Mortgagor shall fail to pay any of the foregoing items required by this section 3 to be paid by Mortgagor, Mortgagee may (but shall be under no obligation to) pay the same and any amounts so advanced therefore by Mortgagee shall become an additional obligation of Mortgagor to the party making the advancement, and the Mortgagor agrees to pay such amounts, together with annual interest thereon at the rate equal to four percent (4%) over the announced rate, as defined in the Note until paid and shall be secured by this Mortgage.

## SECTION 4. Provisions Respecting Insurance and Condemnation.

(a) The Mortgagor will procure, deliver to and maintain, for the benefit of Mortgagee, a policy or policies of insurance insuring the buildings, structures and improvements now existing or hereafter erected which constitute part of the Premises against loss or damage by fire and against loss or damage by all risks embraced by coverage of a type now known as broad form of extended coverage, all risk, including, without limitations, riot and civil commotion, vandalism and malicious mischief and against such other insurable hazards as, under good insurance practices in the State of Illinois, from time to time are insured against for buildings, structures and improvements of like character. The amount of such insurance shall be the greater of one hundred percent (100%) of the full replacement cost of such buildings, structures and improvements without deductions of physical depreciation or the original principal balance of the Note, provided this shall be increased to the extent required to avoid any co-insurance provisions from taking effect. The policy or policies shall contain a replacement cost endorsement. The Mortgagor shall procure and deliver to Mortgagee and maintain for the benefit of the Mortgagee liability insurance (including, without limitation, comprehensive public liability, workers' compensation and employer's liability) with such limits for personal injury and death and property damage as the Mortgagee may reasonably require and shall cause the Mortgagee to be named as an additional insured thereunder. The Mortgagor will procure, deliver to, and maintain for the benefit of the Mortgagee such other insurance in the Premises and in such amounts from time to time the Mortgagee may reasonably require against other casualties which at the time are commonly insured against in the case of Premises similarly situated (including, without limitation, flood insurance), due regard being given to the height and type of improvements, their construction, location,

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use and occupancy. The Mortgagor will cause standard mortgage clauses to be attached to all such fire and extended coverage policies, modified as to be consistent with the provisions of paragraph (i) below. The Mortgagor will deliver such policy or policies to the Mortgagee at its principal office or at such other place as it may designate in writing; and likewise will deliver to the Mortgagee renewals of such policy or policies or renewal binder or binders one week in advance of the expiration of same, stamped "paid" by the agent or company issuing such policies or binders. Premiums on policies so furnished shall not be financed in any manner whereby any lender, upon default or otherwise, shall have the right or privilege of surrendering the policies for cancellation. All insurance furnished hereunder shall be subject to the reasonable approval of the Mortgagee as to insurance companies, amounts, contents, substance and forms of policies. All insurance required by this Section shall provide by endorsement or other manner that same may not be cancelled or amended without at least 30 days' prior written notice to the Mortgagee. If the Mortgagor fails to procure and maintain any insurance required under this Section, the Mortgagee may (but shall not be obligated to) procure and maintain such insurance in the amounts provided above or in such lesser amounts as the Mortgagee then deems appropriate and any amount paid by the Mortgagee for such insurance shall become immediately due and payable by the Mortgagor with interest at a rate per annum equal to four percent (4%) plus the Announced Rate, as defined in the Note, until paid and shall be secured by this Mortgage. The Mortgagor shall not carry separate insurance concurrent in kind or form and contributing, in the event of loss, with any insurance required, hereunder.

Upon any loss or damage, the Mortgagor shall immediately notify the Mortgagee in writing, and (a) the loss if any under each insurance policy shall be adjusted with the insurance company by the Mortgagor, with the reasonable consent of the Mortgagee if such loss exceeds \$2,500=00 (b) if the loss is \$2,500=00 or less the loss may be adjusted with the insurance company without the consent of Mortgagee and all insurance proceeds shall be paid directly and solely to the Mortgagee and each insurance company is authorized and directed to make such payment directly and solely to the Mortgagee, and the insurance policies shall so stipulate, and (c) with respect to any adjustment undertaken by the Mortgagor, the Mortgagor shall have the right to retain an independent public adjuster to make such adjustment, provided, however, that the Mortgagee shall have the right to object to such retainage and designate another

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independent public adjuster. The Mortgagee shall not incur any liability in connection with the adjustment or collection of insurance claims and proceeds (or the failure thereof) regardless of the cause of such failure. If any sum or sums of money are received by the Mortgagee by reason of such insurance as aforesaid, then Mortgagee shall be deemed to have initially elected to apply such proceeds as provided in Section 10(b) (i) hereof, and, subject to the provisions herein, and if no event of default shall exist, the Mortgagor shall utilize such insurance proceeds in the repair, restoration and replacement of damaged or destroyed property and the following paragraphs (i) to (v) inclusive shall apply:

(i) In the case of loss or damage to buildings, structures or improvements located on the Premises in an amount greater than \$2,500=00 (or, if emergency and temporary repairs, in any amount), the Mortgagor shall make emergency repairs or restore and replace the damaged or destroyed property in order to reduce or prevent further loss or so as not to impede or interfere with the normal operations of the Premises. If such emergency repairs, restoration or replacements are made, the Mortgagor shall be entitled to reimbursements out of the insurance proceeds received by the Mortgagee as the result of such loss or damage. In case it is necessary to proceed immediately with repairs, restoration or replacement of the damaged property for the reason in this paragraph (i) specified, the Mortgagor agrees that it will immediately notify the Mortgagee of its intention to do so and will later submit Plans and Specifications to the Mortgagee as in paragraph (ii), provided, except that such emergency work or repair, restoration or replacement already done and performed may be incorporated as part of such plans and specifications and such part thereof may not be disapproved by the Mortgagee.

(ii) If the estimated cost of any repair of damage or destruction exceeds \$2,500=00, the Mortgagor shall submit Plans and Specifications of an architect, engineer or building contractor to the Mortgagee for its approval and shall comply with all of the provisions of the Note, as the Mortgagee shall reasonably require, before

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proceeding with any work required as a result of such loss or damage, except as provided under paragraph (i) above. Upon the approval of the Plans and Specifications by the Mortgagee not to be unreasonably withheld or delayed, and upon such compliance with the provisions of the Note (but not prior thereto except to the limited extent provided for in paragraph (i) above); the Mortgagor shall proceed with the repair, restoration or replacement of the damaged or destroyed property in accordance with such Plans and Specifications.

(iii) All insurance proceeds paid to the Mortgagee on account of damage or destruction shall be held by the Mortgagee as a trust fund to be applied as hereinafter provided.

(iv) As soon as reasonably possible after any loss, damage or destruction, but in any event within 30 days after the Mortgagee shall have received any such insurance proceeds, the Mortgagor shall furnish the Mortgagee with an estimate of the cost of repairs, rebuilding and replacement (hereinafter called "restoration") prepared by an architect or other experienced construction cost estimator selected by the Mortgagor and approved by the Mortgagee, which approval shall not be unreasonably withheld or unduly delayed. If the insurance proceeds in the hands of the Mortgagee (after deducting all costs incurred by the Mortgagee in collecting said insurance proceeds) are not sufficient to pay for the cost of restoration as to the estimated cost, the Mortgagor, within ten (10) days after submission of such estimate, shall deposit with the Mortgagee the amount estimated to be necessary to complete restoration, taking into account the amount of the insurance proceeds held by the Mortgagee, and such amount deposited with the Mortgagee shall be similarly held in trust by the Mortgagee and disbursed as hereinafter provided. If the Mortgagor shall fail to deposit the estimated amount necessary to complete restoration as aforesaid, the Mortgagee, at its option, shall have the right, but not the obligation, to exercise its option to apply such proceeds to the prepayment of the Note in accordance with its terms at the earliest possible date.

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(v) If the insurance proceeds held by the Mortgagee are estimated to be sufficient to pay for the restoration or, if such proceeds are insufficient and the Mortgagor has deposited with the Mortgagee any additional amount necessary for such purpose, the Mortgagee shall pay out from time to time, but not more frequently than monthly, as restoration progresses, the cost of such restoration work which has been completed, upon the written request of the Mortgagor, and such compliance with the provisions of the Note.

Nothing herein contained shall be deemed to excuse the Mortgagor from restoring all damage or destruction to the Premises regardless of whether or not there are insurance proceeds adequate for such purposes.

(b) If all or any part of the Premises is damaged, taken or acquired either temporarily or permanently, as a result of any condemnation proceeding, or by exercise of the power of eminent domain, or by agreement among the Mortgagor, and those authorized to exercise such power (it being agreed that the Mortgagor will not enter into any agreement for the taking of the Premises, or any part thereof, with anyone authorized to acquire the same in or by condemnation proceedings or by exercise of any power of eminent domain unless and until the Mortgagee shall have consented thereto in writing), or by the alteration of the grade of any street affecting the Premises, the amount of any award or payment for such taking or damage made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to the Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of the Mortgagor and the Mortgagee, and the same shall be paid forthwith to the Mortgagee. If, in the reasonable judgment of the Mortgagee, all or substantially all of the Premises shall be so damaged, taken or acquired, then the Mortgagee shall be deemed to have exercised its option to cause the Note to be prepaid and the entire amount of any such award or payment shall be applied to the prepayment of the Note at the earliest possible time. If, in the reasonable judgment of the Mortgagee, less than substantially all of the Premises has been so damaged, taken or acquired, then, first, the amount of any such award or payment shall be released to the Mortgagor for the purpose of altering, restoring or rebuilding any part of the

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Premises which may have been altered, damaged or destroyed as a result of such damage or taking all in accordance with the requirements for repair, restoration and reconstruction set forth in Section 4(a) above, and, second, the Mortgagor shall be deemed to have exercised its option to prepay the Note and the amount of any such award or payment remaining after the completion of such alteration, restoration or rebuilding shall be applied to the prepayment of the Note at the earliest possible time. The Mortgagor further covenants and agrees to make, execute and deliver to the Mortgagee, at any time or times upon request, free, clear and discharged of any liens, claims or encumbrances of any kind whatsoever, any and all further assignments or instruments deemed reasonably necessary by the Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to the Mortgagee for any taking, either permanent or temporary, under any proceeding.

Notwithstanding anything in this Section 4 to the contrary, if at any time an event of default shall exist, then all insurance and/or condemnation proceeds shall be applied at the election of Mortgagee, in accordance with the provisions of Section 10(b)(ii).

SECTION 5. Additional loans. This Mortgage and Security Agreement shall also secure all loans hereafter made by the Mortgagee to Mortgagor. Nothing herein contained shall imply any obligation on the part of the Mortgagee to make any such loan. Provided, however, that in order to be secured hereunder all such loans must specifically state that they are secured hereby.

SECTION 6. Modification of Rights. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent: (a) release any person liable for the payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise

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or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any right Mortgagee may have; or (f) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Premises.

SECTION 7 Compliance with Law. Mortgagor shall comply at all times with all federal and state laws, all municipal ordinances and all rules and regulations of any governmental entity having jurisdiction over the Premises insofar as such laws, ordinances, rules and regulations pertain in any way to the acquisition, construction and use of the Premises.

SECTION 8 Mortgagor hereby covenants that it will not further assign, or attempt to assign, the rents, or any part thereof, from the Premises. Mortgagor will not, without the expressed written consent of the Mortgagee, except where the lease of the Premises is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter made, or modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of rents payable thereunder or accept payments of any installments of rents to become due under such leases for a period of more than one month in advance. Mortgagor will not execute any lease of any portion of the Premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Premises, now or hereafter existing, on the part of the lessor thereunder to be kept and performed. All leases of the Premises, or any part thereof, shall be subject to and subordinated to the lien and security interest of the Mortgage.

SECTION 9. Inspection of the Premises: Mortgagee agrees that Mortgagee and its duly authorized agents shall have the right at all reasonable times to enter upon the Premises and to examine and inspect the Premises. Mortgagor further agrees that Mortgagee and its duly authorized agents shall have such rights of access to the Premises as may be reasonably necessary to cause to be completed the acquisition, construction, improving and equipping provided for in the Note, and thereafter for the proper maintenance of the Premises in the event of failure by Mortgagor to perform its obligations under the Note or this Mortgage. Mortgagee and its duly authorized agents shall also be permitted at all reasonable times, to examine the books and records of Mortgagor with respect to the Premises.

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## SECTION 10. Damage, Destruction and Condemnation; Use of Net Proceeds

(a) If prior to full payment of the Note (i) the Premises or any portion thereof is damaged or destroyed (in whole or in part) by fire or other casualty, or (ii) title to, or the temporary use of, the Premises or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Mortgagor shall continue to be obligated to continue to pay the amounts specified in the Note.

(b) Mortgagor and Mortgagee will cause the net proceeds of any insurance proceeds or condemnation award resulting from any event described in Section 10(a) hereof to be deposited in a separate fund as provided in Sections 4(a)(iii) and 4(b) hereof to be held by Mortgagee. All net proceeds so deposited shall be applied in either or both of the following ways as shall be elected by Mortgagee, subject to the provisions of Section 4 hereof:

(i) to the prompt repair, restoration, modification or improvement of the Premises by Mortgagor in such manner as shall be approved by Mortgagee, and in such event the provisions of Section 4(a) (i) through 4(a)(v) shall apply. Any balance of the net proceeds from any condemnation award or settlement in lieu thereof remaining after such work has been completed may be retained by Mortgagee to be applied to the payment of principal of and interest on the Note, or if the Note has been paid in full, any balance remaining in such separate fund shall be paid to Mortgagor; any balance of the net proceeds from any insurance policy shall be paid to Mortgagor.

(ii) to prepayment of the loan and other sums secured hereby and the redemption or prepayment of the Note, in whole or in part, on the next succeeding interest payment date in inverse order of maturities of principal installments, provided that no such election to redeem or prepay by Mortgagee shall be deemed to excuse Mortgagor from repairing, restoring, modifying and improving the Premises upon such conditions as Mortgagee shall approve.

(c) In the event Mortgagee has elected to apply the net proceeds in the manner set forth in Section 10 (b) (i) above, and if the net proceeds are insufficient to pay in full the cost of

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any repair, restoration, modification or improvement referred to in Section 10(b) (i) hereof, Mortgagor will nonetheless complete the work and will comply with Section 4(a)(iv) hereof. Mortgagor agrees that if by reason of any such insufficiency of the net proceeds, Mortgagor shall make any payments pursuant to the provisions of this Section, Mortgagor shall not be entitled to any reimbursement therefor from Mortgagee, nor shall Mortgagor be entitled to any diminution of the amounts payable under the Note.

(d) Mortgagee shall cooperate fully with Mortgagor at the expense of Mortgagor in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 10(a) hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Premises or any part thereof or any property of Mortgagor in connection with which the Premises is used. In no event will Mortgagee voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceedings with respect to the Premises, or any part thereof, without the written consent of Mortgagor. Mortgagee may adjust or settle any condemnation claim with the condemning authority.

SECTION 11. Event of Default. The terms "event of default" and "default" shall mean, whenever they are used in this Mortgage, the occurrence of an event of default including, without limitation:

(i) a default in the due and punctual payment of any installment of principal or interest or any other sum required to be paid pursuant to the Note or this Mortgage and such default continues for five (5) days; or

(ii) a default in the due observance or performance of any other covenants, conditions or agreements in this Mortgage or the Note and such default continues for a period of thirty (30) days after notice (provided that in the event such default cannot be cured by the payment of money and cannot reasonably be cured in such thirty (30) day period, and further provided that Mortgagor has diligently commenced and is continuing to pursue cure, such period shall be extended for a reasonable period to permit cure); or

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(iii) a default on the part of Mortgagor or Borrower in the due and punctual payment or performance of any other term, condition, provision or obligation contained in any other agreement between Mortgagor and Mortgagee or Borrower and Mortgagee beyond any applicable grace period contained therein; or

(iv) a default on the part of Mortgagor under the Prior Mortgage beyond any applicable grace period contained therein; or

(v) a default under the Loan Commitment

(vi) a default continuing beyond any applicable grace period in any guaranty given by or in connection with this Mortgage, the Note or any other obligation of Mortgagor or Borrower to Mortgagee.

SECTION 12. Remedies. Whenever any event of default referred to in Section 11 hereof shall have happened, Mortgagee shall have the right to exercise any one or more of the remedies granted in any one of more of the Note, Guaranties, or either of them, and/or any other documents executed in connection herewith or in connection with any other agreement of Mortgagor or Borrower with Mortgagee and/or any one or more of the following rights and remedies:

(a) Mortgagee shall be entitled to the immediate possession of the Premises, or any portion thereof, selected by it, together with all rents, issues and profits to be derived therefrom until the indebtedness secured by this Mortgage is paid in full; provided, however, that Mortgagee shall, in no event, be liable for the failure to procure tenants, to collect rents or to prosecute actions to recover possession of the Premises.

(b) Subject to the rights of the Mortgagee under the Prior Mortgages, Mortgagee shall be entitled to demand, and receive immediately from the Mortgagor, all leases or agreements for occupancy of the Premises, or any part thereof, together with a separate and specific assignment of each of them to Mortgagee in form approved by Mortgagee; and Mortgagee, with or without such specific assignment, may take immediate possession and assume the management of the Premises and have the right to and collect the rentals, issues, profits, and other income therefrom, execute all powers and authority reserved to the lessor under the lease terms, including any right or power therein to forfeit or cancel

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such lease, and modify the provisions of present leases and make new leases or rental contracts in the name of the owner of the Premises, or otherwise, all without waiving or curing any event of default; and the lessees and other occupants of the Premises are hereby authorized and directed, upon demand, to pay to Mortgagee, or any person designated by it for that purpose, all amounts due or to become due from them under the leases and any extensions or renewals thereof or by reason of such occupancy. Mortgagee shall be entitled to disaffirm and/or terminate any or all leases or subleases, including without limitation the lease.

(c) Mortgagee may from time to time waive its right hereunder to collect rents and other income, but any such waiver shall not prejudice Mortgagee's right to make such collections thereafter so long as and whenever an event of default exists. Mortgagee shall have the right, but shall not be required to sue for collection of rents, possession of the Premises or other remedy, but shall not be liable for failure to collect rents or other income and shall be held accountable for only such amounts as are actually received. Funds received by Mortgagee shall be applied at its discretion to expenses of collection including reasonable attorneys' fees, necessary repairs, taxes and insurance on the Premises, and on account of the indebtedness hereby secured.

(d) Mortgagee shall have the right to immediately foreclose this Mortgage. The acceptance of one or more payments on the indebtedness, or any other sums secured by this Mortgage prior to any foreclosure sale, shall not constitute a waiver by Mortgagee of its right to accelerate the maturity of the aforesaid indebtedness and all other sums secured hereby.

(e) Mortgagee shall also have, without limitation, all of the rights and remedies provided by Section 17 hereof.

(f) Mortgagee shall be entitled to the appointment of a receiver for the Premises.

(g) Mortgagee shall have the right to assert and enforce any and all other rights and remedies that law and/or equity provide.

Taking of possession of the Premises or the foreclosure of this Mortgage shall not constitute a waiver by Mortgagee of any event of default hereunder or of its right to accelerate the maturity of the aforesaid indebtedness.

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SECTION 13. Waiver. Upon the occurrence of an event of default, to the extent that such rights may then lawfully be waived, neither Mortgagor nor anyone claiming through or under them shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force in order to prevent or hinder the enforcement of this Mortgage, and Mortgagor, for itself and all who claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws. Without limiting the generality of the foregoing, Mortgagor hereby waives any and all rights of redemption from sale, any order, judgment, or decree of foreclosure of this Mortgage or under any sale pursuant to any statute, order, decree or judgement of any court, on its own behalf or on behalf of each and every person acquiring any interest in or title to the Premises, or any part thereof, subsequent to the date of this Mortgage.

## SECTION 14. No Remedy or Security Exclusive.

(a) No remedy conferred upon or reserved to Mortgagee in this Mortgage, the Note or any other securing or other agreement given by Mortgagee, is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other such remedy given hereunder, or now or hereafter existing, at law or in equity. Each and every such remedy granted to Mortgagee shall be exercisable by Mortgagee at its option without any obligation of Mortgagee to give notice to any party except as may be expressly required and without regard to the adequacy or inadequacy of any security for the mortgage indebtedness, or the solvency or insolvency of Mortgagor. No delay or omission of Mortgagee to exercise any right or power accruing upon any event of default shall impair any such right and power, or shall be construed to be a waiver of any such event of default, or an acquiescence therein. Each power and remedy given by this Mortgage may be exercised, independently and/or concurrently, from time to time, as often as may be deemed expedient to Mortgagee.

(b) If the sums, or obligations, secured by this Mortgage are now or hereafter further secured by security agreements, pledges, contracts of guaranty or other security, including without limitation, the Assignment of Rents, Mortgagee may, at its option, exhaust any one or more of such securities and/or the security hereunder, either concurrently or independently, and in such order as Mortgagee shall determine.

SECTION 15. Update of Evidence of Title. In the event of any default herein by Mortgagor, Mortgagee may, at the expense of

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Mortgagor, procure title insurance or other evidence of title to the Premises with interest upon such expense at the rate of four percent (4%) over the Announced Rate, as defined in the Note.

SECTION 16. Security Interest. This Mortgage shall cover all property now or hereafter affixed to or located upon the Real Estate, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Real Estate and any other personal property now or hereafter owned by the Mortgagor, or either of them, and located at the Real Estate (such fixtures and other personal property, and the personal property described in paragraph (f) of the granting clause of this Mortgage, collectively referred to herein as "Collateral"). This Mortgage shall be self-operative with respect to such property, but Mortgagor agrees to execute and deliver on demand such security agreement, financing statement and other instruments as Mortgagee may request in order to impose the lien hereof more specifically upon any of such property. This Mortgage shall be filed and recorded where records concerning real estate are filed and recorded. The following provisions of this paragraph shall not limit the generality or applicability of any other provisions of this Mortgage but shall be in addition to:

(a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof and other than the Permitted Encumbrances;

(b) The Collateral is to be used by the Mortgagor solely for business purposes, and has been or is being installed upon the Premises for Mortgagor's own use or as the equipments and furnishings furnished by Mortgagor, as landlord, or sublandlord to tenants or subtenants of the Premises.

(c) The Collateral will be kept at the Premises and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code), and the Collateral may be affixed to the Project Site but will not be affixed to any other real estate.

(d) Mortgagor represents that only persons having any interest in the Premises are the Mortgagor and the Mortgagee.

(e) Mortgagor represents that no Financing Statements encumbering any of the Collateral or any proceeds thereof are on file in any public office except pursuant hereto.

(f) Upon the occurrence of any Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any

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time thereafter (such Event of Default not having previously been cured), Mortgagee at its option may declare the obligations secured hereby immediately due and payable, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. If the Mortgagee should elect to proceed separately as to any such collateral, the Mortgagor agrees upon Mortgagee's request to make available such Collateral to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to Mortgagee and Mortgagor. Notification of the time and place of any public sale or of the time after which any private sale or other disposition is to be made shall be deemed reasonable and properly given if mailed at least ten (10) calendar days before such public sale, private sale or other disposition in the manner provided in Section 20 hereof. Mortgagor shall not be entitled to redeem any Collateral held or obtained by the Mortgagee hereunder unless it tenders fulfillment of all obligations secured by this Mortgage as well as an amount sufficient to reimburse Mortgagee for all expenses reasonably incurred by Mortgagor in retaking, holding and preparing the Collateral for disposition, and in arranging for any public or private sale or other disposition, including, without limitations, Mortgagee's reasonable attorney fees and legal expenses. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral and the Mortgaged Premises. Mortgagee may require the Mortgagor to assemble the collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) calendar days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid to the address of Mortgagor shown in Section 19 hereof, at least ten (10) calendar days before the time of the sale or disposition. Mortgagee may buy any Collateral put up at any public sale if the requirements of the Code are satisfied and may sell any Collateral

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at private sale if the above notice requirement is satisfied. Any such sale or sales may occur from time to time and each such sale may include all or any part of the Collateral and at any such time or times may be held as part of and in conjunction with any foreclosure sale of all or any part of the Premises to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the obligations secured hereby. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(g) The remedies of Mortgagee hereunder are cumulative. The exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the Premises upon any foreclosure thereof, so long as any part of the obligations secured hereby remains unsatisfied.

(h) The terms and provisions contained in this paragraph, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

SECTION 17. Uniform Commercial Code Security Interest and Financing Statement. This Mortgage or a reproduction hereof, is sufficient as a financing statement and, as a financing statement, it covers goods which are or are to become fixtures within the premises. In addition, Mortgagor will execute and deliver to the Mortgagee, upon Mortgagee's request, any financing statements or amendments thereof or continuation statements thereto that the Mortgagee may require to perfect a security interest in the Collateral.

SECTION 18. Business Loan. Mortgagor represents and agrees that the proceeds of the Note shall be used for purposes specified in Paragraph 6404(1)(a) and (c) of Chapter 17 of the Illinois Revised Statutes and the Principal obligation secured hereby constitutes a business loan as the term is used in such paragraph.

SECTION 19. Notices. Mortgagor hereby requests that a copy of any notice of default and every notice of sale hereunder be mailed to it as provided by law addressed as follows: if to Mortgagor, Mr. Jayanti C. Shah and Mrs. Vinn J, 3265 Old Mill Road, Northbrook, Ill 60062. Mortgagor may, from time to time, change the address to which notices hereunder shall be sent by both recording a

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request therefor and sending a copy of such request to Mortgagee. Except as otherwise required by statute, every provision for notice, demand or request to Mortgagor herein shall be deemed fulfilled by written notice, demand or request hand delivered or mailed to Mortgagor by registered or certified mail to the address set forth above.

SECTION 20. Late Payment Charges. Should any payment secured hereby be not paid after the same becomes due and payable, it is recognized by Mortgagor that the Mortgagee will incur extra expenses for both the administrative cost of handling delinquent payments and the cost of funds incurred by Mortgagee after such due date as a result of not having received such payment when due. Because of the exact amount of such extra expense is impossible to ascertain, it is agreed that a charge of one percent (1%) of the amount of the delinquent payment would be a fair approximation of the administrative expense so incurred by Mortgagee.

SECTION 21. Non-waiver. The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right, either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's failure to pay the entire sum then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid, and Mortgagee shall be at all times thereafter and until the entire sum then due shall have been paid and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise entitled to exercise all rights in this instrument conferred upon the Mortgagor, or either of them, upon the occurrence of a default, and the right to proceed with a foreclosure of this Mortgage, shall in no way be impaired, whether any such amounts are received prior or subsequent to the commencement of a foreclosure proceeding or to such notice.

SECTION 22. Waiver of Statute of Limitations. The pleading of any statute of limitations as a defense to any obligation secured by this Mortgage is hereby waived to the full extent permitted by law.

SECTION 23. Attorneys' Fees. In the case of any action or any proceedings to collect any sums payable under the Note, this Mortgage and any other securing agreement given by Mortgagor, or to protect the lien of Mortgagee, or in any other case permitted by law in which Attorneys' fee may be collected from Mortgagor or charged upon the Premises, Mortgagor agrees to pay reasonable attorneys fees.

SECTION 24. Time of Essence. Time is of the essence of the performance by Mortgagor of its obligations hereunder.

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SECTION 25. Invalidity. Nothing herein or in the Note contained nor any transaction related thereto shall be construed or shall so operate, either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is at any time lawful in such case to contract for but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagor to make any payment or do any act contrary to law. Any provision or provisions of this Mortgage which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Mortgage, shall be of no force or effect, and in such event each and all of the remaining provisions of this Mortgage shall subsist and remain and be fully effective according to the tenor of this Mortgage the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Mortgage. If it should be held that the interest payable under the Note or otherwise is in excess of the maximum permitted by law the interest chargeable thereunder (whether included in the face amount or otherwise) shall be reduced to the maximum amount permitted by law, and any excess of the maximum amount permitted by law shall be cancelled automatically and, at the option of Mortgagee, if theretofore or thereafter paid, shall be either refunded to the Mortgagor (without interest accruing with respect thereto from the date of payment to the date of refund), or credited against any disbursement of Note proceeds theretofore made by Mortgagee and unpaid by Mortgagor, or credited against other of the obligations secured hereby, then due and payable or unperformable but unpaid or unperformed, or credited against unpaid interest (including default interest) theretofore accrued under the Note and then due and payable or credited to the principal balance of the Note and applied to the payment of the last maturing installment or installments of the Note (whether or not then due and payable) and not to the payment of interest not then due and payable.

SECTION 26. Waiver of Defence. No action for the enforcement of the lien hereof or of any provision hereof shall be subject to any defence which would not be good and valid to the party interposing the same in an action at law upon the Note.

SECTION 27. Subrogation. If the proceeds of the Note, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises, or any part thereof, then the Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

SECTION 28. Controlling Law. This mortgage, the rights of Mortgagee hereunder and under the Note shall be construed and enforced according to the laws of the State of Illinois.

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expressly stated the word "Mortgagor" as used herein includes successors in interest of each Mortgagor, and the word "Mortgagee" as used herein includes successors in interest of Mortgagee, including any assigns of the Note. Whenever used herein, the singular number shall include the plural the plural shall include the singular, any gender used shall be applicable to all genders and the term "Mortgagee" shall include the payee of the Note hereby secured and any holder, transferee or endorsee thereof, whether by operation of law or otherwise.

SECTION 30 SUBORDINATION. This Mortgage and the lien hereof are subject and subordinate to the Prior Mortgage and the lien thereof.

IN WITNESS WHEREOF, Mortgagor have caused this instrument to be duly executed and Mortgagee have caused this instrument to be duly executed and attested in their corporate name by their duly authorized officers and Mortgagee have evidenced their acceptance of this instrument by having caused this instrument to be duly executed in their corporate names and attested, all by its duly authorized officers, all as of the date first above written.

MORTGAGOR:

Jayanti C. Shah 1-31-94  
Jayanti C. Shah

Vina J. Shah  
Mrs. Vina J. Shah

MORTGAGEE:

STATE BANK OF INDIA

By: G. M. KRISHNAN 1/31/94  
G. M. KRISHNAN  
Its: MANAGER (CREDIT)

ATTEST:

By: Sanjay D. Nair

Its: Credit Officer

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State of Illinois )  
County of Cook ) ss.

I, Nancy Kant, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mr. Jayanti C Shah and Mrs. Vina J Shah who are personally known to me to be the same persons whose names are subscribed to the forgoing instruments appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

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. 42785 & \*-94-102444  
. COOK COUNTY RECORDER

GIVEN under my hand and notarial Seal this 31<sup>st</sup> day of January, 1994.

Nancy Kant  
NOTARY PUBLIC

" OFFICIAL SEAL "  
NANCY KANT  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/19/95

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Mr. G.M. Krishnan personally known to me to be the Manager (Credit) of STATE BANK OF INDIA ("Bank") and Sanjay D Naik, Officer of the Bank, and personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager and Officer of the Bank, they signed and delivered this instrument, pursuant to authority given by the Board of Directors of the Bank as their free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31<sup>st</sup> day of January, 1994.

Nancy Kant  
Notary Public

My Commission expires: \_\_\_\_\_

" OFFICIAL SEAL "  
NANCY KANT  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/19/95

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

Lot 106 in Summerhill, Unit 1, being a subdivision in the South West 1/4 of Section 17, Township 42 North, Range 12 East of the Third Principal Meridian according to the Plat thereof recorded as Document No. 21086041 in Cook County, Illinois.

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*Joyent. (S) h...*  
*Vina J. Skah*

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