

Handwritten initials and numbers: 71, 11, 17, 050

TOGETHER with and including within the term "Premises" as used herein any and all equipment, personal property, improvements, buildings, structures, easements, fixtures, privileges, reservations, appurtenances, rights and estates in reversion or remainder, rights in or to adjacent sidewalks, alleys, streets and vaults, and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of and/or used in connection with the Real Estate and/or the operation and

TO SECURE the payment and performance of Indebtedness Hereby secured and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Mortgagor does hereby MORTGAGE and CONVEY to Mortgagee the Real Estate described in Exhibit B ("Real Estate") together with the property mentioned in the next succeeding paragraphs (collectively "Premises").

NOW, THEREFORE:

WHEREAS, the indebtedness evidenced by the Note, the undertakings by Mortgagor in this instrument and any and all other sums which may at any time be due, owing or required to be paid as herein or in the Note provided are herein called "Indebtedness Hereby Secured." In no event shall the Indebtedness Hereby Secured exceed 300% of the principal amounts of the Note

WHEREAS, Mortgagor has concurrently herewith executed and delivered to Mortgagee a promissory note dated the date hereof entitled "Promissory Note" in the principal amount of \$104,250 ("Note"), bearing interest and payable in the amounts and at the times set forth and otherwise in the form attached hereto as Exhibit A; and

THIS INSTRUMENT is a Real Estate Mortgage, Assignment of Rents and Security Agreement ("Mortgage") made and delivered, jointly and severally, by Joseph Blanco ("Beneficiary") and First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated November 11, 1991 and known as Trust No. OP-012520 (collectively "Mortgagor") to The First National Bank of Chicago (herein, together with its successors and assigns, called the "Mortgagee").

REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

COMMONLY KNOWN AS: 124 N. Marlon, Oak Park, Illinois 60301

F.I.N.: 16-07-126-019

93817077

100 WEST MONROE STREET #1500
CHICAGO, ILLINOIS 60603

KIMBERLY K. ENDERS, ESQ.
AND PLEASE RETURN TO:

THIS INSTRUMENT PREPARED BY,

TO NOTARIZE THE SIGNATURE OF THE BENEFICIARY

THIS SPACE FOR RECORDER

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DEPT-01 RECORDING 10000 TRAN 218 04/08/94 12:23:00 \$83.50
COOK COUNTY RECORDER *94-317077 \$3521
DEPT-01 RECORDING 14222 TRAN 5527 02/02/94 15:41:00 \$81
COOK COUNTY RECORDER *94-110970 \$3508

Handwritten: MAIL TO 622216-06

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AND IT IS FURTHER AGREED THAT:

PROVIDED, that if all indebtedness hereby Secured shall be duly and punctually paid and all terms, provisions, conditions and agreements herein contained on the part of Mortgagor to be performed or observed shall be strictly performed and observed, then this Mortgage and the estate, right and interest of Mortgages in the Premises shall cease and be of no effect.

TO HAVE AND TO HOLD all and sundry of the Premises hereby mortgaged and warranted or intended so to be, together with the rents, issues and profits thereof, unto Mortgages forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the uses and purposes herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness hereby Secured, or the breach of any covenant or agreement herein contained, or upon the occurrence of any Event of Default as hereinafter defined.

AND TOGETHER with all of the rents, income, receipts, revenues, issues and profits thereof and therefrom; and all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether real, personal or mixed, and whether or not affixed or annexed to the Real Estate are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Premises and to be appropriated to the use of the Premises and for the purposes hereof shall be deemed to be real estate mortgaged and warranted hereby.

AND TOGETHER with a security interest in (by way of enumeration but without limitation) all personal property, accounts receivable, bank accounts, furniture, furnishings and equipment used in connection with the existence and operation of the Real Estate or furnished by Mortgagor to tenants thereof, all building materials located at the Real Estate and intended to be incorporated in improvements now or hereafter to be constructed thereon, whether or not incorporated therein, machines, machinery, fixtures, apparatus, equipment and articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all floor coverings, screens, storm windows, blinds, awnings; in each case now or hereafter placed in, on or at the Real Estate and all additions and accretions and all proceeds of all of the foregoing. All of the foregoing shall hereinafter be referred to as "Personal Property." The enumeration of any specific articles of Personal Property shall in no wise exclude or be held to exclude any items of property not specifically enumerated.

convenience of the buildings and improvements now or hereafter located thereon.

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3. **Taxes.** Mortgagor will pay when due before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes") assessed against or applicable to the premises, the personal property or any interest therein, or the indebtedness hereby secured, and Mortgagor will furnish to Mortgagee duplicate receipts therefor. Mortgagor will pay in full, under protest in the manner provided by statute, any taxes which Mortgagor may desire to contest. However, if deferment of payment is required to

2. **Maintenance, Repair, Restoration, Prior Liens, Parking, Etc.** Mortgagor will (a) promptly construct, repair, restore and rebuild any buildings or improvements now or hereafter on the premises or personal property used on or in connection with the real estate which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the premises and personal property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay, when due, any indebtedness which may be secured by a lien or charge on the premises or personal property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the premises and personal property and the use thereof; (f) make no material alterations in the premises, except as required by law or municipal ordinance with respect to the premises; (g) make or permit no change in the general nature of the occupancy of the premises without Mortgagee's prior written consent; (h) pay all operating costs of the premises; (i) not initiate nor acquiesce in any zoning reclassification with respect to the premises without Mortgagee's prior written consent and (j) provide, improve, grade, surface and thereafter maintain, clean and repair any sidewalks, alleys, streets, driveways and sidewalks cuts and paved areas for parking and for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and reserve and use all such areas solely and exclusively for the purpose of providing parking, ingress and egress for tenants or invitees of the premises; and Mortgagor will not reduce, build upon, obstruct, redesignate or relocate any such areas or rights-of-way or lease or grant any rights to use the same to any person except tenants and invitees of tenants of the premises without prior written consent of Mortgagee.

1. **Payment of Indebtedness.** Mortgagor will promptly pay the principal and interest on the Note, and all other indebtedness hereby secured, as the same become due, and will duly perform and observe all of the covenants, agreements and provisions herein and in the Note required.

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5. Insurance Policies. All policies of insurance herein required shall be in forms, companies and amounts reasonably satisfactory to Mortgagee. Unless otherwise specified by Mortgagee, the insuring company must meet the following basic requirements: (a) it must have minimum rating according to Best's Key Rating Guide for Property - Liability of A; (b) it must be a stock

(d) Flood insurance is required by the Flood Disaster Protection Act of 1973 as a condition of receipt of federal or federally related financial assistance for acquisition and/or construction of buildings in amounts required by such Act.

(c) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagee may require;

(b) Public liability insurance against bodily injury, death and property damage in the amount of at least \$1,000,000 combined single limit;

(a) Insurance against loss by fire and risks covered by the so-called extended coverage endorsement in amounts equal to the full replacement value of the premises but not less than the amount of the Note;

4. Insurance Coverage. Mortgagee will keep insured all buildings and improvements on the premises and all personal property against such risks, perils and hazards as Mortgagee may from time to time require, including but not limited to:

other than its interest hereunder. amount computed as if Mortgagee derived no income from any source specific subtraction for Taxes on the premises and then only in an amount which may be levied against such income expressly as and for a franchise or excise tax imposed upon Mortgagee, excepting only such Nothing herein contained shall require Mortgagee to pay any income, Mortgagee will pay such Taxes or reimburse Mortgagee therefore. thereof, then, and in any such event, Mortgagee upon demand by this Mortgagee or the Indebtedness Hereby Secured or the holder the premises or the manner of collection of Taxes so as to affect gages or debts secured by mortgages or the interest of Mortgagee in or changing in any way the laws relating to the taxation of mort- part of the Taxes or liens herein required to be paid by Mortgagee, thereon, or imposing upon Mortgagee the payment of the whole or any from the value of land for the purpose of taxation any lien In the event any law or court decree has the effect of deducting shall be in jeopardy or in danger of being forfeited or foreclosed. ing such contest, if in the opinion of Mortgagee, the premises use the monies deposited as aforesaid) pay all Taxes, notwithstanding shall fail to do so, Mortgagee may, but shall not be required to, with Mortgagee. In any event, Mortgagee shall (and if Mortgagee) penalties during the period of contest (as estimated by Mortgagee) amount thereof, together with an amount equal to the interest and conduct any contest or review, Mortgagee shall deposit the full

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(c) The amount of such deposits ("Tax and Insurance Deposits") shall be based upon the most recently available bills

(b) Concurrently with each monthly payment installment pursuant to the Note, Mortgagor shall deposit with Mortgagee an amount equal to one-twelfth of the Taxes and one-twelfth of the insurance premiums.

(ii) An amount equal to one-twelfth of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy were last paid to and the date of such first deposit.

(i) An amount equal to one-twelfth of such Taxes multiplied by the number of months elapsed between the date on which the most recent installment for such taxes was required to be paid and the date hereof; and

(a) The Mortgagor shall deposit with Mortgagee at the time of the disbursement of the proceeds of the Note:

6. Deposits for Taxes and Insurance Premiums. To assure payment of Taxes and insurance premiums payable with respect to the premises as and when the same shall become due and payable:

All policies must contain a provision to the effect that any waiver of subrogation rights by the insured does not void the coverage and must contain any other special endorsements as may be required by the terms of any leases assigned as security for the loan. The Mortgagor will deliver all policies, including additional and renewal policies to Mortgagee. All insurance policies shall be prepaid for one year. In case of insurance policies about to expire, Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. All policies shall provide that such insurance shall not be canceled, modified or terminated without thirty (30) days prior written notice to Mortgagee.

The First National Bank of Chicago
its successors and assigns
1048 Lake Street
Oak Park, Illinois 60301

company or non-assessable mutual company and incorporated in America, Canada or Britain; (c) it must be licensed to do business in Illinois; (d) it may not have more than 10% of the policyholder's surplus on any one risk; and (e) it must have all policies and endorsements manually signed. Co-insurance requirements, if any, must be met or an agreed amount endorsement attached. The maximum deductible allowable in the policy will be \$5,000 and the policy must contain a standard mortgage clause in favor of:

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(a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of decree of foreclosure, the Purchaser at the foreclosure sale or decree creditor) is hereby authorized, at its option (i) to settle and adjust any claim without consent of Mortgagee, or (ii) allow Mortgagee to agree with the insurance

7. Proceeds of Insurance. Mortgagee will promptly give Mortgagee notice of damage or destruction of the Premises, and:

(g) Mortgagee shall not be liable for any failure to apply any amounts deposited to the payment of Taxes and insurance premiums unless while no default exists hereunder Mortgagee shall have presented to Mortgagee the appropriate Tax and insurance premium bills to be paid from the Tax and Insurance Deposits.

(f) In the event of a default in any of the provisions of this Mortgage or the Note, Mortgagee may, but shall not be required to, apply Tax and Insurance Deposits on any indebtedness hereby secured, in such order and manner as Mortgagee may elect. When the indebtedness hereby secured has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagee. All Tax and Insurance Deposits are hereby pledged as additional security for Indebtedness hereby secured and shall not be subject to the direction or control of the Mortgagee.

(e) Mortgagee will pay insurance premiums and Taxes from the Tax and Insurance Deposits upon the presentation by Mortgagee of bills therefor, or upon presentation of receipts, reimbursement Mortgagee for such payments. If the total Tax and Insurance Deposits on hand are not sufficient to pay all of the Taxes and insurance premiums when due, Mortgagee will deposit with Mortgagee any amount necessary to make up the deficiency. If the total of such Deposits exceeds the amount required to pay Taxes and insurance premiums, such excess shall be credited on subsequent deposits to be made for such items.

- (i) Tax and Insurance Deposits;
- (ii) Indebtedness hereby secured other than principal and interest on the Note;
- (iii) Interest on the Note;
- (iv) Amortization of the principal balances of the Note.

(d) Monthly Tax and Insurance Deposits, together with monthly payments of principal, if any, and interest shall be paid in a single payment each month, to be applied to the following items in the following order:

therefor. All Tax and Insurance Deposits shall be held by the Mortgagee without any allowance of interest thereon.

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8. Disbursement of Insurance Proceeds. If Mortgagee is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with (i) satisfactory evidence of the cost of completion of restoration, repair, replacement and rebuilding, (ii) funds sufficient, in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and

(d) In the event proceeds of insurance shall be made available to Mortgagee for the restoring, repairing, replacing or rebuilding of the premises, Mortgagee covenants to restore, repair, replace or rebuild the premises to be of at least equal value and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

7. Mortgagee may apply the proceeds of insurance consequent upon any insured casualty upon indebtedness hereby secured, in such order or manner as Mortgagee may elect.

(c) Except as provided in subsection (b) of this section

and Mortgagee covenants and agrees to forthwith commence and diligently prosecute such restoring, repairing, replacing or rebuilding. Mortgagee shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.

then, if no event of default as hereinafter defined shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagee for the cost of restoring, repairing, replacing or rebuilding the premises as provided in Section 8, and Mortgagee covenants and agrees to forthwith commence and diligently prosecute such restoring, repairing, replacing or rebuilding. Mortgagee shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.

(11) If under the terms of any lease which is prior to this mortgage, Mortgagee is obligated to restore, repair, replace or rebuild the premises and such insured casualty does not result in cancellation or termination of such lease or leases and the insurers do not deny liability to the insureds,

(1) If in the judgment of Mortgagee the premises can be restored to an economic unit not less valuable than prior to the insured casualty, and adequately securing the outstanding balance of the indebtedness hereby secured, or

(b) In the event of any insured damage or destruction of the premises or any part thereof (herein called an "insured casualty"), and:

and shall be reimbursed to Mortgagee upon demand.

Insurance proceeds shall be additional indebtedness hereby secured and shall be reimbursed to Mortgagee upon demand.

Expenses incurred by Mortgagee in adjustment and collection of authorized to collect and receipt for any such insurance proceeds. Five thousand (\$5,000) Dollars. In any case Mortgagee is hereby authorized to collect and receipt for any such insurance proceeds. Mortgagee may itself adjust losses aggregating not in excess of company or companies on the amount to be paid upon the loss.

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9. Condemnation. Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation including damages to remainder. Mortgagee may elect to apply the proceeds of the award in reduction of indebtedness hereby secured then most remotely to be paid, whether due or not, or to require Mortgagee to restore or rebuild the premises; in which event, provided there then exists no unincurred event of Default, the proceeds held by Mortgagee shall be used to reimburse Mortgagee for the cost of such rebuilding or restoring. If Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are prior to the lien of this mortgage, and if such taking does not result in cancellation of such lease or leases, the award shall be used to reimburse Mortgagee for the cost of restoration and rebuilding provided that Mortgagee is not in default hereunder and that no event of Default has occurred and is then continuing. If Mortgagee is required or permitted to rebuild or restore the premises as aforesaid, such rebuilding or restoration shall be effected in accordance with plans and specifications submitted to and approved by Mortgagee and proceeds of the award shall be paid out in the same manner as provided in Section 8 for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such costs in excess of the award before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness hereby secured then most remotely to be paid or be paid to any other party entitled thereto. Mortgagee shall deposit such

rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements and other evidences of cost and payment as the Mortgagee may reasonably require and approve. Mortgagee may require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and be approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed ninety (90%) percent of the value of the labor and material for work performed from time to time. Funds other than proceeds of insurance shall be disbursed prior to disbursement of insurance proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagee for the purpose, shall be at least sufficient, in the judgment of Mortgagee, to pay for the cost of completing the restoration, repair, replacement or rebuilding the premises, free and clear of all liens or claims for lien. Mortgagee shall deposit such proceeds in a so-called Money Market Account, or a reasonably equivalent account, and the interest earned thereon shall inure to the benefit of Mortgagee.

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13. Mortgagee's Performance of Mortgagor's Obligations. In case of default, Mortgagee either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on superior encumbrances, if any, and pay, purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, redeem from any tax sale or forfeiture, contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the premises and rent, operate and manage the premises and the personal property and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the premises shall be operational and usable. The amount of all monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys fees and monies advanced to protect the premises and the lien hereof, shall be additional indebtedness hereby secured, whether or not they exceed the amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate specified in the Note

12. Effect of Extensions of Time, Amendments on Junior Liens and Others. If payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extension, variation or release and their liability, and the lien and all provisions hereof shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any junior mortgage, or other lien upon the premises or any interest therein, shall be subject to the rights of Mortgagee to amend, modify and supplement this mortgage, the Note and the Assignment of Rents and Security Agreement hereinafter referred to, and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this mortgage, or any part thereof, losing its priority over the rights of any such junior lien.

11. Prepayment Privilege. Mortgagor may prepay the principal of the Note at the times and in the manner set forth in the Note.

10. Stamp Tax. If any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by such law.

proceeds in a so-called Money Market Account, or a reasonably equivalent account, and the interest earned thereon shall inure to the benefit of Mortgagor.

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16. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

In each case it shall be an Event of Default even though such conveyance, sale, assignment, encumbrance, lien or transfer is affected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise. Provided, however, that the foregoing provisions of this Section shall not apply to liens securing indebtedness hereby secured, nor to the lien of current taxes and assessments not in default.

(b) If all or any part of the beneficial interest in Mortgagor shall be sold, assigned or transferred, or contracted to be sold, assigned or transferred without the prior consent of Mortgagor;

(a) Mortgagor shall create, effect, contract or consent to or shall suffer or permit any conveyance, sale, encumbrance, lien or alienation of the Premises or any part thereof or interest therein, except for liens for which Mortgagor gives its written consent, leases in the ordinary course of business and sales or other dispositions of any equipment or machinery constituting part of the Premises no longer useful in connection with the operation of the Premises; provided that prior to the sale or other disposition thereof, such obsolete machinery or equipment has been replaced by machinery and equipment, subject to the first and prior lien hereof, of at least equal value and utility; or

15. Restrictions on Transfer. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of Mortgagor:

14. Inspection of Premises. Mortgagor may inspect the Premises at all reasonable times and shall have access thereto permitted for that purpose.

(herein called the "Default Rate"). Inaction of Mortgagor shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Mortgagor, in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other superior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises, the rental, operation or management of the Premises or the payment of operating costs and expenses thereof may do so in such amounts and to such persons as Mortgagor may deem appropriate and may enter into such contracts therefor as Mortgagor may deem appropriate or may perform the same itself.

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(d) If default shall continue for fifteen (15) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or condition herein or contained in the Note, any document securing the Note, except if the nature of the default is such that it cannot be cured in fifteen days and cure is begun within fifteen days and thereafter diligently pursued such default shall not be considered an Event of Default; or

(v) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property or the premises; or

(iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor or for all or a major part of the Mortgagor's property or the premises, or any court shall take jurisdiction of all or the major part of Mortgagor's property or the premises in any involuntary proceedings for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or

(iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceedings under such Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed,

(ii) Mortgagor shall file an answer or otherwise in writing admit insolvency or inability to pay its debts,

(i) Mortgagor shall file a petition in voluntary bankruptcy under any Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect,

(c) If (and for the purpose of this Section the term Mortgagor includes a beneficiary of Mortgagor and each person who, as co-maker, guarantor or otherwise is, shall be or become liable for or obligated upon all or any part of the indebtedness hereby Secured):

(b) If an Event of Default pursuant to Section 15 hereof shall occur and be continuing, without notice or period of grace of any kind; or

(a) If default be made for fifteen days in the payment of any installment of principal or interest of the Note, or if default be made for fifteen days after notice in the making of any other payment of monies required to be made hereunder or under the Note; or

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18. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court may appoint a receiver of the Premises. Such appointment shall be made as provided before or after sale, without notice, without regard to solvency or insolvency of Mortgagor and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not. Mortgages or any holder of the Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further

17. Foreclosure. When the Indebtedness Hereby Secured or any part thereof shall become due, by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof for the Indebtedness Hereby Secured or any part thereof. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title to prosecute such suit or to evidence to bidders at sales, which may be had pursuant to such decree, the true conditions of the title to or value of the Premises. All expenditures and expenses in this section mentioned and expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate as set forth in the Note.

then Mortgagor is authorized and empowered, at its option, without affecting the lien hereby created or the priority of said lien or any right of Mortgagor hereunder, to declare, without further notice all Indebtedness Hereby Secured immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagor may immediately proceed to foreclose this Mortgage and to exercise any right, power or remedy provided by this Mortgage, the Note, any document securing the Note or by law or in equity.

- (f) If any of the Mortgagors shall die or be declared legally incompetent;
- (e) If the Premises shall be abandoned; or

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20. Waiver of Redemption Rights. Mortgagor covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, extension or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction, or after such sale of sales claim exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure or

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19. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policies, if not applied in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure and any balance shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court may provide in its decree that the decree creditor may cause a new loss payable clause to be attached to each casualty insurance policy making the proceeds payable to each creditor. Any such foreclosure decree may further provide that in case of one or more redemptions under said decree, each successive redemptor may cause the preceding loss clause attached to each be attached thereto, making the proceeds thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

(b) the deficiency in case of a sale and deficiency.

(a) the Indebtedness Hereby Secured or the Indebtedness secured by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

part of: times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the premises in his hands in payment in whole or in

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to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire or for options to leases to extend or renew terms to expire beyond the maturity date of the indebtedness secured hereby and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options

(f) to elect or disaffirm any lease or sublease which is then subordinate to the lien hereof except to the extent proscribed by any non-disturbance agreement to which Mortgagee is a party;

(g) to cancel or terminate any lease or sublease for any cause or on any grounds that would entitle Mortgagee to cancel the same;

(h) to cancel or terminate any lease or sublease for any cause or on any grounds that would entitle Mortgagee to cancel the same; and with full power: rent, actions in forcible detainer and actions in distress for profits of the Premises, including actions for the recovery of enforce the payment or security of the rents, issues and business thereof in such manner as it deems proper or necessary to hold, operate, manage and control the Premises and conduct the in its own name as Mortgagee, and under the powers herein granted, Mortgagee may exclude Mortgagee, its agents and servants wholly therefrom and may act as attorney-in-fact or agent of Mortgagee, or in connection with the management and operation of the Premises, papers and accounts of Mortgagee as may be necessary or desirable to Mortgagee, together with all documents, books, records, its agents or attorneys, and Mortgagee shall surrender such possession of the Premises, or any part thereof, personally or by Mortgagee, without notice, without regard to the solvency or insolvency of Mortgagee and without regard to the then value of the Premises. Upon such appointment, Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or attorneys, and Mortgagee shall surrender such possession to Mortgagee, together with all documents, books, records, papers and accounts of Mortgagee as may be necessary or desirable in connection with the management and operation of the Premises. Mortgagee may exclude Mortgagee, its agents and servants wholly therefrom and may act as attorney-in-fact or agent of Mortgagee, or in its own name as Mortgagee, and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business thereof in such manner as it deems proper or necessary to enforce the payment or security of the rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for

21. Mortgagee in Possession. Nothing shall be construed as constituting Mortgagee in possession in the absence of actual taking of possession of the Premises by Mortgagee.

22. Mortgagee's Right of Possession. Upon or at any time after filing a complaint to foreclose this Mortgage, the court may appoint Mortgagee as mortgagee-in-possession of the Premises. Mortgagee hereby waives any rights it may have to object to such appointment. Such appointment may be made before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee and without regard to the then value of the Premises. Upon such appointment, Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or attorneys, and Mortgagee shall surrender such possession to Mortgagee, together with all documents, books, records, papers and accounts of Mortgagee as may be necessary or desirable in connection with the management and operation of the Premises. Mortgagee may exclude Mortgagee, its agents and servants wholly therefrom and may act as attorney-in-fact or agent of Mortgagee, or in its own name as Mortgagee, and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business thereof in such manner as it deems proper or necessary to enforce the payment or security of the rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for

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(b) to the payment of taxes and special assessments now due or which may hereafter become due on the premises; and, if this

(a) to the payment of the operating expenses of the premises, including cost of management and leasing thereof (which shall include reasonable compensation to mortgagee and its agent or agents if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinafter authorized;

(vii) to use and apply the avails, rents, issues, profits and proceeds of the premises in payment of or on account of the following, in such order as mortgagee may determine:

(vi) to receive all of such avails, rents, issues and profits hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to mortgagee. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagee shall and does hereby agree to indemnify and hold mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and mortgagee shall reimburse mortgagee therefor immediately upon demand; and

(v) to insure and reinsure the same and all risks incidental to mortgagee's possession, operation and management thereof;

(iv) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious;

or other such provisions to be contained therein shall be binding upon mortgagee and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

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(b) Mortgagor's Representations. Mortgagor represents that: (i) It has made no prior assignment or pledge of the rents assigned hereby or of Mortgagor's interest in any of the Leases; (ii) to the best of Mortgagor's knowledge no default exists in any of the Leases; (iii) to the best of Mortgagor's knowledge none of the Leases have been modified; and (iv) no prepayment of any installment of rent for more than two (2) months due under any of the Leases has been received by Mortgagor.

(a) Grant of Security Interest. Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the premises and all present and future leases upon all or any part of the premises and all extensions and renewals thereof ("Leases") and all security deposits or interest therein now or hereafter held by Mortgagor, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Mortgagee or Mortgagee for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the premises in this Section is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest.

24. Assignment of Rents, Issues and Profits.

23. Title in Mortgagor's Successors. If ownership of the premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the indebtedness hereby secured in the same manner as with Mortgagor. Mortgagor shall give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the premises. Nothing in this Section shall vary or negate the provisions of Section 15 hereof.

(d) to the payment of any Indebtedness Hereby Secured or any deficiency which may result from any foreclosure sale.

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the premises, including but not limited to the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing the premises in such condition as will, in the judgment of Mortgagee, make it readily rentable; and

is a leasehold mortgage, of all rents due or which may become hereafter due under the underlying lease;

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(e) Defeasance. Until an Event of Default, as such term is defined herein, Mortgagee shall not exercise any rights hereunder and Mortgagor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Premises and to retain, use and enjoy the same. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an Event of Default under this Mortgage or the Note.

(d) Affirmative Covenants of Mortgagor. Mortgagor at its sole cost and expense will (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Mortgagor, as lessor, and of the lessees thereunder, and pay all reasonable costs and expenses of Mortgagee, including reasonable attorneys' fees, in any such action or proceeding in which Mortgagee may appear; (iv) transfer and assign to Mortgagee any and all leases subsequently entered into, which shall be made upon the same or substantially the same terms and conditions (at current market rates) as contained in the Leases presently in effect, and make, execute and deliver to Mortgagee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Mortgagee, within ten (10) days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Premises or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder as to Leases in which Mortgagee has an interest; (vi) use, within five (5) days of the demand therefor by Mortgagee, commercially reasonable efforts to request from any lessee under any of the Leases in which Mortgagee has an interest; and (vii) furnish Mortgagee promptly with copies of any notices of default which Mortgagee may at any time forward to any lessee of the Premises or any part thereof.

(c) Negative Covenants of Mortgagor. Mortgagor will not, without Mortgagee's prior written consent: (i) execute an assignment or pledge of the rents from the Premises or any part thereof or of the Mortgagor's interest in any of the Leases; (ii) terminate or consent to the cancellation or surrender of any of the Leases except in the ordinary course of business; (iii) modify, extend or otherwise alter the terms of any of the Leases except in the ordinary course of business; (iv) accept prepayments more than one month in advance of any installments of rents to become due under any of the Leases; or (v) execute any lease of all or any portion of the Premises except for actual occupancy by the lessee thereunder.

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(d) To the extent that Mortgagee has the right to so do, Mortgagee does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the premises to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same, and Mortgagee hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Mortgagee or compliance with other requirements of Mortgagee pursuant to this assignment. Mortgagee shall make a demand on such lessee only after default remaining uncured following the service of required notices and the expiration of the time permitted for cure under the provisions of the Loan Documents.

(c) A demand on any lessee by Mortgagee for the payment of the rent on any default claimed by Mortgagee shall be sufficient warrant to the lessee to make future payment of rents to Mortgagee without the necessity for further consent by Mortgagee, and any person may and is hereby authorized to rely thereon.

(b) Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this assignment. Mortgagee shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Mortgagee and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Mortgagee incur any such liability, loss or damage under the Leases or under or by reason of this assignment or in the defense of any such claims or demands, the amount thereof, including reasonable costs, expenses and reasonable attorneys' fees shall be secured hereby, and Mortgagee shall reimburse Mortgagee therefor with interest at the default rate provided in the Note immediately upon demand.

(a) Upon any Event of Default, Mortgagee, but without obligation so to do and without releasing Mortgagee from any obligation hereof, may make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, and also the right to perform and discharge each and every obligation, covenant and agreement of Mortgagee in the Leases contained, and in exercising any such powers to incur and pay necessary and reasonable costs and expenses, including reasonable attorneys' fees, all at the expense of Mortgagee.

25. Collection Upon Default.

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(c) except for the security interest granted hereby to the owner of the Personal Property free from any adverse lien, security interest or encumbrance; and Mortgagor will

(b) the Personal Property (except for receivables and bank accounts) will be kept at the Premises. Mortgagor will not remove the Personal Property from the Premises without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole and absolute discretion, unless the Personal Property is obsolete, damaged, sold or disposed of and replaced by Personal Property of comparable quality and value;

(a) the Personal Property is bought or used primarily for business use;

Mortgagor hereby makes the following representations and warranties regarding the Personal Property:

26. Security Agreement. This instrument shall also serve as a grant of security interest of the Personal Property provided herein. Concurrently with the execution hereof, Mortgagor will execute such UCC financing statements as are requested by Mortgagee, and will from time to time thereafter forthwith upon request by Mortgagee execute such additional financing statements and continuation statements as Mortgagee may request.

(e) Upon or at any time after default remaining uncured following service of required notices and the expiration of the time permitted for cure under the provisions of herein, Mortgagee may, without further notice, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, and, either with or without taking possession of the Premises, in the name of Mortgagor or in its own name sue for or otherwise collect and receive such rents, issues, profits and advances, including those past due and unpaid, and apply the same, less reasonable costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. Mortgagee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted and shall not be accountable for more monies than it actually receives from the Premises. The entering upon and taking possession of the Premises or the collection of such rents, issues, profits and advances, and the application thereof, as aforesaid, shall not cure or waive any default hereunder, and Mortgagee may continue to so possess and collect even after any such default has been cured. Mortgagor agrees that it will facilitate in all reasonable ways Mortgagee's collection of said rents, and will, upon request by Mortgagee, promptly execute a written notice to each lessee directing the lessee to pay rent to Mortgagee.

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defend the Personal Property against all claims and demands of all persons at any time claiming the same or any interest therein;

(d) no Financing Statement covering any of the Personal Property or any proceeds thereof is on file in any public office, other than financing statements to be released by reason of payments to be made from disbursements of monies borrowed and secured hereby. Mortgagee shall immediately notify Mortgagee in writing of any change in name, address, identity or ownership structure from that shown in this Mortgage and shall also upon demand furnish to Mortgagee such further information and shall execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and shall do all such acts and things as Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Personal Property as security for the indebtedness hereby secured, subject to no adverse liens or encumbrances; and Mortgagee will pay the cost of filing the same or filing or recording this Mortgage in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable. The original or a carbon, photographic or other reproduction of this Mortgage is sufficient as a financing statement;

(e) Mortgagee will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Personal Property or any interest therein, unless such Personal Property is obsolete or sold or disposed of and is replaced by other Personal Property of comparable quality and value, without the prior written consent of Mortgagee; and

(f) Mortgagee will keep the Personal Property free from any adverse lien, security interest or encumbrance and in good order and repair, ordinary wear and tear excepted, shall not waste or destroy the Personal Property or any part thereof, and shall not use the Personal Property in violation of any statute, ordinance or policy of insurance thereon. Mortgagee may examine and inspect the Personal Property at any reasonable time or times, on reasonable notice, wherever located.

Until the occurrence of an Event of Default, Mortgagee may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Mortgage and not inconsistent with any policy of insurance thereon.

Upon the occurrence of an Event of Default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation the right to take immediate and exclusive possession of the Personal Property, or any part thereof, and for that purpose may, so far as Mortgagee can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace),

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Mortgagee will not set up any claim against Mortgagee as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of

All rights of Mortgagee in, to and under this Mortgage and in and to the Personal Property shall pass to and may be exercised by any assignee thereof. Mortgagee agrees that if Mortgagee gives notice to Mortgagee of an assignment of said rights, upon such notice the liability of Mortgagee to the assignee shall be immediate and absolute.

The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of Mortgagee so long as any part of Mortgagee's obligations remains unsatisfied.

upon any premises on which the Personal Property or any part thereof may be situated and remove the same therefrom (provided that if the Personal Property is affixed to the Real Estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Personal Property for sale, until disposed of, or may propose to retain the Personal Property subject to Mortgagee's right of redemption in satisfaction of Mortgagee's obligations as provided in the Uniform Commercial Code of Illinois. Mortgagee, without removal, may render the Personal Property unusable and dispose of the Personal Property on the premises. Mortgagee may require Mortgagee to assemble the Personal Property and make it available to Mortgagee for possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will give Mortgagee at least fifteen (15) 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 to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Mortgagee shown in this Mortgage at least fifteen (15) days before the time of the sale or disposition. Mortgagee may buy at any public sale and if the Personal Property is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, he may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and reasonable attorneys' fees and legal expenses incurred by Mortgagee both before and after judgment, if any, shall be applied in satisfaction of the indebtedness hereby secured. Mortgagee will account to Mortgagee for any surplus realized on such disposition and Mortgagee shall remain liable for any deficiency. All rights and remedies under this Mortgage are subject to applicable bankruptcy law.

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32. Addresses and Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the

be freely interchangeable. include the singular and the plural shall or permits, the singular shall include the plural, the plural shall or intent of the provisions hereof. Whenever the context requires not to be construed as confining or limiting in any way the scope various sections of this Mortgage are for convenience only, and are The captions and headings of the

31. Captions and Pronouns. hereby waived by Mortgagor. same in an action at law upon the Note, and all such defenses are which would not be good and available to the party, imposing the item or any provision hereof shall not be subject to any defense 30. Waiver of Defense. Actions for the enforcement of the

herein contained unenforceable or invalid. of any provisions hereof shall not render any other provisions 29. Provisions Severable. The unenforceability or invalidity

Mortgages. from time to time holder were herein by name designated the as fully and to the same extent and with the same effect as if such and may enforce all and every of the terms and provisions hereof, leges, powers, options and benefits afforded hereby and hereunder, holder of the Note shall have and enjoy all of the rights, privi- holder of the Note, whether so expressed or not; and each such gage is referred to, such reference shall be deemed to include the of Mortgages and its successors and assigns. Wherever herein Mort- person having an interest therein, and shall inure to the benefit every from time to time record owner of the Premises or any other upon Mortgagor and its successors and assigns, including each and covenant, agreement and other provision hereof shall be binding 28. Successors and Assigns. This Mortgage and each and every

a waiver of any default or acquiescence therein. shall impart any such right, power or remedy, or be construed to be omission of Mortgages in the exercise of any right, power or remedy time or thereafter any other right, power or remedy. No delay or remedy shall not be a waiver of the right to exercise at the same exercise or the beginning of the exercise of one right, power or in such order as may be deemed expedient by Mortgagor, and the remedy so existing may be exercised from time to time as often and existing, at law or in equity, and each and every right, power and referred upon Mortgages is cumulative and in addition to every other 27. Rights Cumulative. Each right, power and remedy con-

the Personal Property, provided that Mortgagor shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

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34. ~~Mortgagor not a Joint Venture or Partner.~~ Mortgagor and Mortgagee acknowledge and agree that Mortgagee is not and in no

33. ~~No Liability on Mortgagee.~~ Notwithstanding anything contained herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, whether hereunder, under any of the leases affecting the Premises, under any contract relating to the Premises or otherwise, and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may incur under or with respect to any portion of the Premises or under or by reason of its exercise of rights hereunder; and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any of the contracts, documents or instruments effecting any portion of the Premises or effecting any rights of the Mortgagor thereto. Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against Mortgagee in its exercise of the powers herein granted to it, and Mortgagee expressly waives and releases any such liability. Should Mortgagee incur any such liability, loss or damage under any of the leases affecting the Premises or under or by reason hereof, or in the defense of any claims or demands, Mortgagee agrees to reimburse Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

First Chicago Trust Company of Illinois
Trustee of Trust No. OF-012520
1048 Lake Street
Oak Park, Illinois 60301

and

Joseph Bianco
c/o Carriage Flower Sop, Inc.
124 N. Marion
Oak Park, Illinois 60302

IF TO MORTGAGOR:

The First National Bank of Chicago
1048 Lake Street
Oak Park, Illinois 60301

IF TO MORTGAGEE:

addresses hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

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Mortgagor covenants and agrees to furnish or cause to be furnished to Mortgagee annually, within sixty (60) days of the end of

(b) in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

(a) in accordance with generally accepted accounting practices consistently applied; or

37. Furnishing of Financial Statements and Reports to Mortgagee. Mortgagor covenants and agrees that it will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

36. Subsequent Loan Disbursements. This Mortgage is given to secure and shall be a valid lien as to all the indebtedness hereby secured and secured presently existing indebtedness hereby secured and future indebtedness hereby secured as it arises within twenty years from the date hereof to the same extent as if such future indebtedness hereby secured arose on the date of the execution of this Mortgage although the amount and character of the indebtedness hereby secured may vary during the term of this Mortgage. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, except solely taxes levied on the premises, to the extent of the amount of the Note, plus interest and any disbursements made pursuant to the Note and Mortgage.

35. E.P.A. Compliance. Mortgagor covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable state or federal environmental protection agency regulations and the use of said buildings by Mortgagor or Mortgagor's lessees will not unduly or unreasonably pollute the atmosphere with smoke, fumes, noxious gases or particulate pollutants in violation of any such regulations. In the event Mortgagor or said lessees are served with notice of violation by any such E.P.A. Agency or other governmental authority, Mortgagor will immediately cure such violation and abate whatever nuisance or violation is claimed or alleged to exist.

event shall be deemed to be a partner or joint venturer with Mortgagor or any beneficiary of Mortgagor. Mortgagee shall not be deemed to be a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.

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39. Trustee Exculpation. This instrument is executed by First Chicago Trust Company of Illinois as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

38. Jury Waiver. Mortgagor knowingly, voluntarily and intentionally waives irrevocably the right it may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with the Note, the Indebtedness Hereby Secured, or the Premises, or any agreement executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing in which Mortgagor and Mortgagor are adverse parties. This provision is a material inducement for Mortgagor in granting any financial accommodation to Mortgagor.

Mortgagor further covenants and agrees to furnish, or cause to be furnished, to Mortgagee annually on or before April 30th of each year (or on or before August 30th of any year in which Mortgagor has elected an extension) copies of its federal income tax filings for the previous year.

If Mortgagor omits to prepare and deliver promptly any report required by this paragraph, Mortgagee may elect, in addition to exercising any remedy for an event of default as provided for in this Mortgage, to make an audit of all books and records of Mortgagor including his bank accounts which in any way pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by Mortgagee. Mortgagor shall pay all expenses of the audit and other services, which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the Default Rate of Interest as set forth in the Note and shall be secured by this Mortgage.

each fiscal year of Mortgagor a report satisfactory to Mortgagee, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Mortgagor shall certify that each such report presents fairly Mortgagor's financial position.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and delivered on November 18, 1993.

First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated November 11, 1993 and known as Trust No. 08-012520

Joseph Blanco

By: [Signature] Vice President
Attest: [Signature] Secretary

STATE OF ILLINOIS
COUNTY OF COOK
SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that James A. Kiel and James W. Ernsling, Vice President and Secretary, respectively, of First Chicago Trust Company of Illinois, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal November 18, 1993.
Notary Public [Signature]

OFFICIAL SEAL
MARGARET O'DONNELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/10/97

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Joseph Blanco, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal 1993.
Notary Public

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(c) On January 1, 1999 ("Adjusted Payment Date") there shall be paid on the Note the amount of ("Adjusted Payment") and there shall be paid on account of this Note the appropriate amount required to amortize, by the level payment amortization method, the remaining principal balance on the Adjusted Date, at the Adjusted Rate, over the number of months determined by deducting from 300 months the number of months elapsed from January 1, 1994 to the most recent Adjusted Date. The Adjusted Payment shall be paid on the Adjusted Payment Date and on the first day of each succeeding month thereafter to and including the next Adjusted Date or the Maturity Date, whichever first occurs.

(b) On December 1, 1998 ("Adjusted Date"), the rate of interest on this Note shall be adjusted ("Adjusted Rate") to a rate determined by adding 2.75% to the average of yields for the month of October next preceding the Adjusted Date on actively traded U.S. Government Securities, Five-Year Treasury, Constant Maturity as published in the Federal Reserve Statistical Release (H.15, Selected Interest Rates Report).

(a) On January 1, 1994, and on the first day of each month thereafter to and including December 1, 1998, there shall be paid the amount of \$839.45, which shall be applied first to interest at the rate of 8.5% per annum and the balance to principal.

The rate of interest payable on this Note will change from time to time as hereafter provided. Monthly payments on account of this Note are to be made in such amounts as are appropriate to amortize the original principal balance, by the level rate amortization method, over a term of 300 months, adjusted, however, from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

FOR VALUE RECEIVED the undersigned, First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated November 11, 1993 and known as its Trust No. OF-012520 and Joseph Bianco (collectively "Borrowers"), jointly and severally promise to pay to the order of The First National Bank of Chicago, a national banking association (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Hundred Four Thousand Two Hundred Fifty (\$104,250) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

\$104,250.00

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PROMISSORY NOTE

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At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest

This Note is secured by an instrument entitled "Real Estate Mortgage, Assignment of Rents and Security Agreement" ("Mortgage"), among other documents, executed and delivered concurrently herewith.

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a "Late Charge" of five (5%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of The First National Bank of Chicago, 1048 Lake Street, Oak Park, Illinois 60301.

The balance due on account of this Note may be prepaid, without premium or penalty, in whole or in part and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

Interest shall be computed on the basis of a 360-day year and shall be paid on the basis of a year having 360 days.

In the event prior to any Adjustment Date the United States shall discontinue publication of the Federal Reserve Statistical Release, the adjustment provided for in subparagraph (b) above shall be made based upon such index as shall be, in the reasonable judgment of Holder, comparable to the index provided for in said subparagraph (b). In the event the index selected by the Holder is not acceptable to Borrowers, the interest rate previously in effect shall continue to be in effect for an additional period of two months and monthly payments shall continue in the same amount. During such period of two months Borrowers and Holder shall negotiate an acceptable rate of interest and a mutually acceptable method of determining a rate of interest for future adjustments. Should the parties reach an agreement the monthly payments for the preceding two months shall be adjusted and monthly payments shall be calculated based upon such agreement. Should the parties not reach an agreement within such two months, then the principal balance, together with all accrued interest and all other amounts due hereunder, shall be due and payable, and shall be paid on the tenth day following the expiration of such two-month period.

(d) On December 1, 2003 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

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Page 3 of 4 Pages

Borrowers knowingly, voluntarily and intentionally waive irrevocably the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Note, Mortgage or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction

Time is of the essence of this Note and each provision hereof.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrowers, Escrowees or otherwise for the benefit of Borrowers shall, for all purposes, be deemed outstanding hereunder and received by Borrowers as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such Escrowees to the Borrowers.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, secondly to interest and late charges and the balance to principal.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expense and reasonable attorneys' fees.

Borrowers waive notice of default, presentment, notice of dishonor, protest and notice of protest.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding three (3%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Under the provisions of the Mortgage the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage is, by this reference, incorporated herein in its entirety and notice is given of such possibility of acceleration.

Default for fifteen (15) days in the payment of principal or interest shall be and become at once due and payable in the case of default when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage.

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Page 4 of 4 Pages

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herewith or any course of conduct or course of dealing, in which Holder and Borrowers are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrowers.

This Note is executed by First Chicago Trust Company of Illinois, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on First Chicago Trust Company of Illinois personally to pay any indebtedness arising or accruing under or pursuant to this Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of First Chicago Trust Company of Illinois, if any, being expressly waived by each and every person now or hereafter claiming any right under this Note.

Borrowers represent that the proceeds of the Note shall be used solely for the purpose of carrying on a business.

First Chicago Trust Company of Illinois, as Trustee under Trust Agreement No. OF-012520 dated November 11, 1993

By _____
 Its _____
 Attest: _____
 Its _____

Joseph Bianco
 Joseph Bianco

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P.I.N.: 16-07-126-019

COMMONLY KNOWN AS: 124 N. Marton, Oak Park, Illinois 60301

The North 1/2 North 42.5 feet of Lot 8 in Mark's Subdivision of Lot 2 of Miles' Subdivision of Lot 10 through 16 in the West 13 feet of Lot 17 in Samuel A. Skinner's Subdivision of 30 acres in the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, according to the map recorded April 10, 1863 as Document 65130 in Book 161 of Maps, Page 85, in Cook County, Illinois.

LEGAL DESCRIPTION:

EXHIBIT B

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