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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Call 75-62-016 W 95025036
 This Purchase Money Mortgage, Assignment of Rents and Security Agreement (herein "Mortgage") is made this 20th day of June, 1995, by Leroy Graves and Randall Graves (hereinafter collectively referred to as "Borrowers"), and is given to Arthur Miller (herein referred to as "Mortgagee").

DIVORCED & NOT SINCE REMARRIED

WHEREAS, Borrowers are indebted to the Mortgagee in the principal sum of ^{ABSTRACT} One Hundred Ninety One Thousand Eight Hundred Fifteen and 00/100 (\$191,815.00) DOLLARS, which indebtedness is evidenced by Borrowers Purchase Money Note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid or otherwise extended, due and payable on the Maturity Date as defined in the Note.

TO SECURE TO MORTGAGEE (a) repayment of the principal, interest, and all other amounts payable to Mortgagee on the Note according to its tenor and effect, and all renewals, extensions and modifications thereof and any future advances thereunder, whether direct or indirect, due or to become due; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance and observance of all the covenants, provisions and agreements of Borrowers herein and in the Note contained or other instrument given to further secure the performance of any obligation secured hereby or in any manner pertaining to the loan evidenced by the Note, including but not limited to the Loan Documents, as defined and identified in the Note and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrowers, Borrowers do hereby mortgage, grant, convey, assign to Mortgagee all of Borrowers right, title, and interest in the real estate located at 2600 S. DesPlaines Avenue, North Riverside, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the real estate, and all heretofore or hereafter vacated alleys and streets abutting the real estate, and all easements, rights, appurtenances, rents, profits and awards, and all non-leasehold fixtures, machinery, equipment, engines, boilers, incinerators, building materials, freezers, appliances and goods of every nature whatsoever now or hereafter located in, on, or

Prepared by & upon recording mail to:
 James E. Musial, Esq.
 1200 Jorie Blvd., Suite 329
 Oak Brook, Illinois 60521

Property Address:
 2600 S. DesPlaines Avenue
 North Riverside, IL



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 19004 TRAM 9491 06/26/95 14:49:00
 #3548 # LC # 95-410878
 COOK COUNTY RECORDER \$43.50

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used, or intended to be used in connection with the real estate including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, water heaters, attached floor coverings and antennas located on the subject real estate, all of which, including replacements and additions thereto (excepting, however, any of the foregoing items which are personal property belonging to tenants in possession) shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, the real estate together with said property are herein collectively referred to as the "**Mortgaged Premises**".

Borrower covenants that Borrower are lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Mortgaged Premises, that the Mortgaged Premises are unencumbered, and that Borrowers will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title policy insuring Mortgagee's interest in the Mortgaged Premises.

COVENANTS. Borrowers and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Borrowers shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges provided in the Note and all other sums secured by this Mortgage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee from Borrowers under the Note or this Mortgage shall be applied by Mortgagee first to costs, expenses and other sums expended by Mortgagee pursuant to the Loan Documents then to any accrued and outstanding interest and then to principal and any other sums secured by this Mortgage in such order as Mortgagee, at Mortgagee's option, may determine; provided, however, that Mortgagee may, at Mortgagee's option, apply any sums payable pursuant to paragraph 6 hereof prior to interest on and principal of the Note.

3. Charges; Liens. Borrowers shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Mortgaged Premises which may attain a priority over this Mortgage by Borrowers making payments when due, directly to the payee thereof. Borrowers shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrowers shall not be required to discharge any such lien so long as Borrowers: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee; (b) shall in good faith contest such lien by, or defend against enforcement of the lien in, legal proceedings which in the opinion of Mortgagee operate to prevent the enforcement of the lien or forfeiture of the Mortgaged Premises or any part thereof and in conjunction therewith fully insure or bond over such lien to Mortgagee's satisfaction; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Mortgagee fully subordinating such lien to this Mortgage and Mortgagee's other security interests.

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4. **Insurance.** The Borrowers will procure for, deliver to and maintain for the benefit of the Mortgagee during the term of this Mortgage, a policy or policies (a) insuring the Mortgaged Premises against fire, lightning, vandalism, malicious mischief, all other perils insured against under "extended coverage", and such other insurable perils as the Mortgagee may reasonably require, for the insurable replacement cost of the Mortgaged Premises, (b) affording such other or additional coverage as from time to time may be requested by the Mortgagee, including, without limitation, comprehensive general liability insurance, umbrella liability insurance, and, if any part of the Mortgaged Premises is in a flood area (as defined under the Flood Disaster Protection Act of 1973), flood insurance.

All insurance policies and renewals thereof shall: (a) be in a form and amount acceptable to Mortgagee and (b) shall include a standard mortgagee clause in favor of and in form acceptable to Mortgagee and provide thirty (30) days advance written notice to Mortgagee before cancellation or material modification. Mortgagee shall have the right to hold the policies, and Borrowers shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrowers shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

In the event of loss, Borrowers shall give immediate written notice to the insurance carrier and to Mortgagee. Borrowers and Mortgagee shall concurrently and jointly make proofs of loss, adjust and compromise any claim under insurance policies, appear in and prosecute any action arising from such insurance policies, collect and receive insurance proceeds and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder. In the event of a disbursement of insurance proceeds less than \$10,000.00, and the estimated cost of restoration is less than \$10,000.00, said funds shall be paid to Mortgagee and provided loan is not in default, Mortgagee shall disburse said funds in accordance with the reasonable instructions of Borrowers relative to repair of the Mortgaged Premises. In the event of a disbursement of insurance proceeds in the amount of \$10,000.00 or more, said funds shall be paid to Mortgagee and Borrowers further authorizes Mortgagee, at Mortgagee's option, (a) to hold the balance of such proceeds to be used to reimburse the cost of reconstruction or repair of the Mortgaged Premises or (b) if an Event of Default then exists or if in Mortgagee's reasonable judgment the value of the Mortgaged Premises and/or the debt to value of collateral ratio of the Loan secured hereby is or if upon reconstruction or repair will be adversely affected by such loss, then to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 2 hereof.

If the insurance proceeds are held by Mortgagee to reimburse Borrowers for the costs of restoration and repair of the Mortgaged Premises, the Mortgaged Premises shall be restored to the equivalent of its original condition or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of said proceeds on Mortgagee's approval of such plans and specifications of an architect satisfactory to Mortgagee, contractor's cost estimates Architect's certificate, waivers of liens, sworn statements of mechanics

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and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Mortgagee may require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Mortgaged Premises are sold pursuant to paragraph 14 hereof or if Mortgagee acquires title to the Mortgaged Premises, Mortgagee shall have all of the rights, title and interest of Borrowers in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Premises prior to such sale or acquisition.

5. Preservation and Maintenance of Mortgaged Premises. Borrowers (a) shall not waste or permit impairment or deterioration of the Mortgaged Premises, (b) shall not abandon the Mortgaged Premises, (c) subject to the terms and conditions set forth in Paragraph 4 hereinabove, shall restore or repair promptly and in a good workmanlike manner all or any part of the Mortgaged Premises to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Mortgaged Premises in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Premises when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Premises, and (f) shall give notice in writing to Mortgagee of and, unless otherwise directed by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Premises, the security of this Mortgage or the rights of powers of Mortgagee. Neither Borrowers nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Mortgaged Premises or any fixture, equipment, machinery or appliance in or on the Mortgaged Premises except when incident to the replacement of obsolete or worn fixtures, equipment, machinery and appliances with updated or like new items of like kind.

6. Protection of Mortgagee's Security. If Borrowers fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Mortgaged Premises or title thereto or the interest of Mortgagee therein, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a Bankrupt or decedent, then Mortgagee at Mortgagee's option, upon prior written notice to Borrowers, may make such appearances, disburse such sums and take such action as Mortgagee deems necessary to protect Mortgagee's interest, including, but not limited to, (a) disbursements of attorneys fees, (b) entry upon the Mortgaged Premises to make repairs, (c) procurement of satisfactory insurance as provided in paragraph 4 hereof. Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrowers secured by this Mortgage. Unless Borrowers and Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the Default Rate stated in the Note. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

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7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Mortgaged Premises upon reasonable prior written notice to Borrowers.

8. Books and Records. Borrowers shall keep and maintain at all times at Borrowers's address stated below, or such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Mortgaged Premises and the financial condition of the Borrowers. Such books and records shall be subject to examination and inspection at any reasonable time by Mortgagee upon prior notice to Borrowers. Borrowers shall furnish to Mortgagee such financial information as may be required from time to time by Mortgagee.

9. Condemnation. Borrowers shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, of part thereof, and Borrowers shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

Borrowers authorize Mortgagee to apply such awards, payments, proceeds or damages, after the deduction of Mortgagee's expenses incurred in the collection of such amounts, at Mortgagee's option, to restoration or repair of the Mortgaged Premises or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 2 hereof, with the balance, if any, to Borrowers. Unless Borrowers and Mortgagee otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrowers agrees to execute such instruments required in connection with such condemnation or taking as Mortgagee may require.

10. Borrowers and Lien Not Released. From time to time, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Borrowers, Borrowers' successors or assigns or of any junior lienholders, without liability on Mortgagee's part and notwithstanding Borrowers breach of any covenant or agreement of Borrowers in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the Mortgaged Premises, take or release other or additional security, reconvey any part of the Mortgaged Premises, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrowers to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Mortgagee pursuant to the terms of this paragraph 10 shall not affect the obligation of Borrowers or Borrowers successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Borrowers contained herein, and shall not affect

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the lien or priority of lien on the Mortgaged Premises. Borrowers shall pay Mortgagee a reasonable service charge, together with such title insurance premiums and reasonable attorney's fees as may be incurred at Mortgagee's option, for any such action if taken at Borrowers's request.

11. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Mortgagee of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Mortgagee's right to either require prompt when due of all other sums so secured. Mortgagee's receipt of any awards, proceeds or damages under paragraphs 4 and 9 hereof shall not operate to cure or waive Borrowers's default in payment of sums secured by this Mortgage.

12. Intentionally Omitted

13. Restriction on Transfer. Subject to the provisions of Paragraph 3 hereinabove, it shall be an immediate breach of this Mortgage if, without the prior written consent of the Mortgagee, any of the following shall occur: if the borrowers shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lease, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Premises or any part thereof, or of any interest therein; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this paragraph 13 shall not apply (a) to the lien of current taxes and assessments not in default, (b) to the lien of this Mortgage. The provisions of this Paragraph 13 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Mortgaged Premises.

14. Assignment of Rents and Leases; Appointment of Receiver; Mortgagee in Possession. As part of the consideration for the indebtedness evidenced by the Note, Borrowers hereby assign and transfers to Mortgagee, for security and collateral purposes, all the rents, revenues, proceeds and deposits (collectively, the "rents") of the Mortgaged Premises, including those now due, past due, or to become due by virtue of any lease or other agreement of the sale, occupancy or use of all or any part of the Mortgaged Premises, regardless of to whom the rents, revenues, proceeds and deposits of the Mortgaged Premises are payable. This Assignment also includes assignment for collateral purposes of all right, title and interest of Borrowers in and to any other occupancy agreements, leases, licenses, easements or other agreements resulting in revenue or income from the Mortgaged Premises. Borrowers hereby authorize Mortgagee or Mortgagee's agents to collect the aforesaid rents, revenues, proceeds and deposits and hereby directs each tenant, occupant, or purchaser, as the case may be, of the Mortgaged Premises to pay such rents and proceeds to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Borrowers of the Event of Default by Borrowers relative to any covenant or

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agreement of Borrowers in this Mortgage or the other Loan Documents, Borrowers shall collect and receive all rents, revenues, proceeds and deposits of the Mortgaged Premises as trustee for the benefit of Mortgagee and Borrowers, to apply the rents, revenues, proceeds and deposits so collected to the sums secured by this Mortgage in the order provided in paragraph 2 hereof with the balance, so long as no Event of Default has occurred, to the account of Borrowers. Upon delivery of written notice by Mortgagee to Borrowers of an Event of Default by Borrowers of any covenant or agreement of Borrowers contained in this Mortgage or the other Loan Documents, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Mortgaged Premises in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents, revenues, proceeds and deposits of the Mortgaged Premises as specified in this paragraph 14 as the same become due and payable, including but not limited to rents, revenues, proceeds and deposits then due and unpaid, and all such rents, revenues, proceeds and deposits shall immediately upon delivery of such notice be held by Borrowers as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Borrowers shall contain a statement that Mortgagee exercises its rights to such rents, revenues, proceeds and deposits. Borrowers agrees that commencing upon delivery of such written notice of Borrowers breach by Mortgagee to Borrowers, each tenant, occupant or purchaser, as the case may be, of the Mortgaged Premises shall make such rents payable to and pay such rents, revenues, proceeds and deposits to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant, occupant or purchaser therefor, as the case may be, delivered to each tenant, occupant or purchaser, as the case may be, by mail or by delivery such demand to each unit, without any liability on the part of said tenant, occupant or purchaser to inquire further as to the existence of a default by Borrowers.

Upon occurrence of an Event of Default under this Mortgage or the other Loan Documents, as aforesaid, Mortgagee may in person, by agent or by a court-appointed receiver, enter upon and take and maintain full control of the Mortgaged Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents, revenues, proceeds and deposits of the Mortgaged Premises, the making of repairs to the Mortgaged Premises and the execution or termination of contracts providing for the management or maintenance of the Mortgaged Premises, all on such terms as Mortgagee deems best to protect the security of this Mortgage. In the event Mortgagee elects to seek the appointment of a receiver for the Mortgaged Premises upon Borrowers's breach of any covenant or agreement of Borrowers in this Mortgage, Borrowers hereby expressly consents to the appointment of such receiver. Mortgagee or the receiver shall be entitled to receive a reasonable fee for so managing the Mortgaged Premises.

All rents, revenues, proceeds and deposits collected subsequent to delivery of written notice by Mortgagee to Borrowers of an Event of Default under this Mortgage or the other Loan Documents, aforesaid, shall be applied first to the costs, if any, of taking control of and managing the Mortgaged Premises and collecting the rents, revenues, proceeds and deposits, including, but not limited to, reasonable attorney's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Premises, premiums on insurance policies, taxes, assessments and other charges on

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the Mortgaged Premises, and the costs of discharging any obligations or liability of Borrowers as lessor, landlord, operator or licensor of the Mortgaged Premises and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Premises and shall be liable to account only for those rents, revenues, proceeds or deposits actually received by Mortgagee. Except for any willful misconduct of Mortgagee while operating the Mortgaged Premises as Mortgagee in Possession, Mortgagee shall not be liable to Borrowers, anyone claiming under or through Borrowers or anyone having an interest in the Mortgaged Premises by reason of anything done or left undone by Mortgagee under this paragraph. If no event of default has occurred, Borrowers shall retain the right to manage the Mortgaged Premises and to collect the rents and income thereof, subject to the rights of the Mortgagee herein or in the Loan Documents.

If the rents, revenues, proceeds or deposits of the Mortgaged Premises are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Premises and collecting the rents, revenues, proceeds or deposits any funds expended by Mortgagee for such purposes shall become indebtedness of Borrowers to Mortgagee secured by this Mortgage. Unless Mortgagee and Borrowers agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Borrowers requesting payment thereof and shall bear interest from the date of disbursement at the Default Rate stated in the Note.

Any entering upon and taking and maintaining of control of the Mortgaged Premises by Mortgagee or the receiver and any application of rents, revenues or proceeds as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee under applicable law or provided herein. This assignment of rents of the Mortgaged Premises shall terminate at such time as the indebtedness secured hereby is repaid in full and/or this Mortgage ceases to secure indebtedness held by Mortgagee.

15. Events of Default. The terms "Event of Default" or "Events of Default", wherever used in this Mortgage shall mean any one or more of the following events:

(a) Failure by Borrowers to pay when due any payment under the Note, this Mortgage or any other Loan Document and such failure continues for more than ten (10) days; or

(b) Failure by Borrowers to duly observe or perform any other terms, covenant, condition or agreement of the Note, this Mortgage or any other Loan Document and such failure continues for more than thirty (30) days; or

(c) The filing by Borrowers of a voluntary petition in Bankruptcy or Borrowers adjudication as Bankrupt or insolvent, or the filing by Borrowers of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to Bankruptcy, insolvency or other relief for debtors, or Borrowers seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or

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any portion of its assets or of all or any part of the Mortgaged Premises or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing or its inability to pay its debts generally as they become due; or

(d) The entry by a court of competent jurisdiction of any order, judgment or decree approving a petition filed against the Borrowers seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to Bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, of the appointment of any trustee, receiver or liquidator of the Borrowers or of all or any part of the Mortgaged Premises of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive).

16. Acceleration; Remedies. In case of an Event of Default or violation of Paragraph 13 hereof, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice, presentment or demand and all sums secured by this Mortgage shall bear interest thereafter at the Default Rate defined in the Note and Mortgagee may foreclose this Mortgage by judicial proceeding. Mortgagee may exercise this option to accelerate during any default by the Borrowers regardless of any prior forbearance. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuit of such remedies, including, but not limited to, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports, and other costs of suit and Mortgagee at its option may foreclose this Mortgage by judicial proceeding and/or may invoke any other remedies provided by equity, applicable law or provided herein. Notwithstanding the foregoing, Mortgagee shall provide Borrowers at least ten (10) days written notice and opportunity to cure prior to exercising its rights under this Paragraph 16.

17. Notice. Except for any notice required under applicable law to be given in any other manner, any notice to Borrowers provided for in this Mortgage or in the Note shall be given by personal service upon Borrowers and/or Mortgagee or by mailing of such notice by certified mail addressed to Borrowers and/or Mortgagee as set forth in the Note or at such other address as Borrowers and/or Mortgagee may designate in writing from time to time. Any notice provided for in this Mortgage or in the Note shall be deemed to have been given when personally served as hereinabove provided or, if mailed, on deposit of such notice in the United States Mail.

18. Successors and Assigns Bound; Agents; Captious. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Borrowers, subject to the provisions of paragraph 13 hereof. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents, attorneys or independent contractors as authorized by Mortgagee. The

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captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

19. Governing Law; Venue; Severability; Excess Interest. This Mortgage shall, at Mortgagee's option, be governed by the laws of the State of Illinois or the laws of the jurisdiction in which the Mortgaged Premises is located. Venue for all disputes and claims arising from this Mortgage shall, at Mortgagee's option be county in which the Mortgaged Premises is located. In the event that any provisions of this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrowers is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrowers are entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the amounts payable to Mortgagee pursuant to such charges as reduced shall be applied by Mortgagee to reduce the principal of the indebtedness evidenced by the Note (in which case no prepayment penalty shall be applicable) or, at Mortgagee's option, shall be refunded to the Borrowers.

20. Waiver. Notwithstanding the existence of any other security interests in the Mortgaged Premises held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Premises shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrowers and any party who now or hereafter acquires a security interest in the Mortgaged Premises and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein. Borrowers also waives any right of set-off and/or recoupment Borrowers may have against Mortgagee. Borrowers further waives any right Borrowers may have to demand a jury trial in relation to any action brought by Mortgagee to exercise its remedies, under this Mortgage, the Note or the other Loan Documents. To the extent permitted by law, Borrowers waive any right of reinstatement and further waives the benefits of all present and future valuation, appraisal, stay, redemption and moratorium laws under any state or federal law. Further Borrowers on its own behalf, **HEREBY EXPRESSLY WAIVES ALL RIGHTS OF REDEMPTION PURSUANT TO THIS MORTGAGE.**

21. Indemnification. (A) Borrowers agree to indemnify and hold Mortgagee harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of Borrowers, or any of their agents under this Mortgage or as a result of: (I)

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23. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrowers hereby grant Mortgage a security interest in said items. Borrowers agree that Mortgage may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other

22. Business Loan. The Borrowers represent and warrant that the loan evidenced by the Note secured hereby is a business loan within the purview of 815 ILCS 205/4 and is likewise an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Section 1601 et seq.

(b) Borrowers further indemnify the Mortgagee and agree to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Premises or any other property legally or beneficially owned (or in which any interest or estate is owned) by the Borrowers of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material) or (ii) the presence of any asbestos on or in the Mortgaged Premises (including, without limitation, the cost of removal) regardless of whether or not caused by, or within the control of Borrowers. For purposes herein, the term "Hazardous Material" means and includes asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" law, or "Superfund" law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

ownership of the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways; (ii) any use, non-use or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways; (iii) any failure on the part of the Borrowers to perform or comply with any of the terms of this Mortgage; or (iv) the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof. Any amounts payable to the Mortgagee under this Paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the Default Rate defined in the Note. The obligations of the Borrowers under this paragraph shall survive any termination or satisfaction of this Mortgage.

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security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrowers agree to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproduction of this Mortgage in any form as Mortgagee may require to perfect a security interest with respect to said items. Borrowers shall pay all costs of filing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Borrowers shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrowers breach of any covenant or agreement of Borrowers contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

IN WITNESS WHEREOF, Borrowers have executed this Mortgage on the date first written above.

Leroy Graves

Leroy Graves, jointly and severally

Randall Graves

Randall Graves, jointly and severally

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2011/11/11

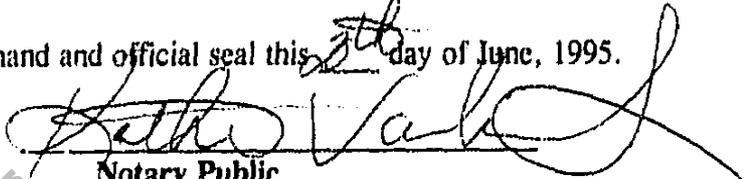
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STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that **Leroy Graves**, 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 severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of June, 1995.


Notary Public



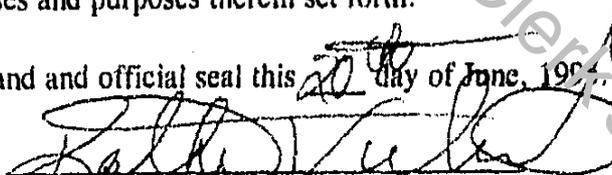
My Commission Expires: _____

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that **Randall Graves**, 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 severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of June, 1995.


Notary Public



My Commission Expires: _____

Exhibit "A"
Legal Description

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LOTS 11, 12, 13, 14 AND 15 IN E.L. KLETZING'S SUBDIVISION OF LOTS 21, 22, AND 26 TO 33, IN BLOCK 1, LOTS 9 TO 12 AND 23 TO 27 IN BLOCK 3, LOTS 8 TO 12 IN BLOCK 6, LOTS 1 TO 12 IN BLOCK 4, LOTS 1 TO 5 IN BLOCK 7, ALSO THAT TRACT OF LAND BOUNDED ON THE NORTH OF THE NORTH LINE EXTENDED OF LOTS 3 AND 7 IN BLOCK 4 AND ON THE EAST OF THE WEST LINE OF LOTS 7, 8, 9, 10, 11, AND 12 IN BLOCK 4, AND ON THE SOUTH BY THE SOUTH LINE EXTENDED OF LOTS 6 AND 12 IN BLOCK 4 AND ON THE WEST BY THE EAST LINE OF LOTS 3 AND 6 IN BLOCK 4, ALSO LOTS A, B, AND C EXCEPT THE WEST 965 FEET AND ALL OF SUB-LOT E OF THE SUBDIVISION OF RIVERSIDE HOLINESS ASSOCIATION, A PART OF SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS 2600 S. Des Plaines Avenue, North Riverside, IL

PIN# Parcel 1-15-26-401-054-0000

Parcel 2-15-26-401-055-0000

Parcel 3-15-26-401-056-0000

Parcel 4-15-26-401-057-0000

Parcel 5-15-26-401-058-0000

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