

CONSTRUCTION LOAN MORTGAGE
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT



THIS MORTGAGE is made this 27th day of March 1995 by and between Neighborhood Housing Services Redevelopment Corporation (corporation in Illinois) Partnership ("Mortgagor") and Citibank, Federal Savings Bank - A Federal Savings and Loan Association, in its successor and assigns ("Mortgagee")

WITNESSETH

THAT, WHEREAS Mortgagor has concurrently herewith executed and delivered a construction loan note bearing even date herewith ("Note") in the principal sum of FORTY FIVE THOUSAND THREE HUNDRED THIRTY AND NO/100 DOLLARS (\$45,330.00), made payable to the order of the Mortgagee in and by which the Mortgagee promises to pay (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this Mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows, then to interest, and the balance to principal until the indebtedness is paid in full. All of the principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing designate, and in the absence of such designation, then at the office of CITIBANK, FEDERAL SAVINGS BANK, in Chicago, Illinois.

NOW, THEREFORE, the Mortgagee to secure (a) the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this Mortgage, (b) the performance of the covenants and agreements hereon contained by the Mortgagee to be performed, and (c) the performance of the covenants and agreements of Mortgagor or its beneficiary contained in a Construction Loan Agreement (Construction Loan Agreement) among Mortgagee, Mortgagor and certain other parties thereto, dated of even date herewith, or contained in any other agreement or covenants executed by the Mortgagee or its beneficiary relating to the loan secured hereby, and also in consideration of the sum of One Dollar (\$1.00) in hand paid the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in The City of Chicago County of Cook and State of Illinois, to wit:

(SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF)

more commonly known as 10326 S. Wallace, Chicago, Ill. 60628 and having the real estate index number 25-16-194-029-0000 VOLUMES 158 which, with the property hereinafter described, is referred to hereinafter as the "Premises",

TOGETHER with all buildings, improvement, equipment, furniture and appurtenances thereto heretofore and all rents, issues and profits thereof for so long and during all such time as Mortgagor may be entitled thereto (which are Pledged primarily and on a parity with said real estate and not secondarily) and all fixtures, awnings, venetian blinds, screens, awnings, storm doors and windows, stoves and ranges, curtain, fixture, partitions, attached floor covering, now or hereafter thereon or therein and all fixtures, apparatus, equipment or articles now or hereafter thereon or therein used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration, whether centrally or centrally controlled, and ventilation including, without limitation, all washing machines, clothes dryer, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aerials, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended, so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns forever for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Law of

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the State of Illinois, which said right and interest in the State of Illinois, to-wit:

11. BY FURTHER ENDEAVOR AND AGREED THAT

1. Disbursement of Loan Proceeds for Construction of Improvements:

The proceeds of the loan hereby secured are to be used for the *purpose* of *construction of improvements*. Mortgagor further covenants and agrees that:

- (a) The improvements to be erected, altered or remodelled on the Premises shall be completed in accordance with the plans and specifications deposited with Mortgagee.
- (b) There shall be no stoppage of construction for a period longer than thirty (30) days except for matters beyond the reasonable control of Mortgagee.
- (c) In any event, said construction shall be completed not later than the date set forth in the Construction Loan Agreement.
- (d) Upon default in any of the covenants herein, the mortgagor shall be deemed in default and need not incur the either or both of the following remedies:
 - (i) Declare the entire principal indebtedness of the Note and interest thereon to be immediately payable; and
 - (ii) Complete the construction, alteration or remodeling of *any* improvements and cause the necessary contract therefor. All moneys so expended shall be additional indebtedness secured by the Mortgage and any moneys so expended in excess of the Note shall be payable on demand with interest at the Default Rate as set forth in the Note.
- (e) The construction of said improvements is and shall be in compliance with all present and all regulations and restrictions and with all zoning and building laws and ordinances of the municipality in which the Premises are located and with all building restrictions of record, and Mortgagee will furnish any assistance to Mortgagor of such compliance; and
- (f) The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagee in accordance with the provisions contained in one or more of (a) the application for loan, (b) the commitment for loan, and (c) the Construction Loan Agreement. Said application, commitment and Construction Loan Agreement or any one or more of the latter collectively referred to as "Loan Agreement". All advances and indebtedness carrying and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be deemed to be to the same extent as though said Loan Agreement were fully incorporated in the Mortgage and the occurrence of any event of default under said Loan Agreement shall constitute a default under the Mortgage entitling Mortgagee to all of the rights and remedies conferred upon the Mortgagee by the terms of the Mortgage including those set forth in subparagraph (d) of this paragraph even if the event in the case of any other default.

2. Payment of Principal and Interest:

Mortgagee shall promptly pay when due the principal and interest on the indebtedness secured hereby by the Note and prepayment and late charges provided in the Note and all other moneys due under the Note and Loan Agreement by the Mortgagor as required by the Mortgage.

3. Maintenance, Repair and Restoration of Improvements, Payment of Prorated Taxes, Etc.

Mortgagee shall promptly repair, replace or reimburse for any improvements on the Premises which, hereafter, to the Premises shall, may become damaged or be destroyed, the keep the Premises in a reasonable state of repair, without waste and fire to any insurance here or other liens or claims for liens, not expressly subordinated to the lien of the mortgage, for any indebtedness which may be secured by a lien or charge on the Premises superior to the lien of the mortgage, and upon receipt of satisfactory evidence of the discharge of such prior lien to Mortgagee, (b) complete within a reasonable time any building, rebuilding, or any other process of erection upon the Premises, to comply with all requirements of the municipal ordinances and regulations of record with respect to the Premises and the use thereof, (c) not suffer or permit any use of the Premises which is in violation of the ordinances of the Premises, without Mortgagee's written consent, (d) not suffer or permit any unlawful use of or any unauthorized use of the Premises which is in violation of the ordinances of the Premises or the security intended to be effected by virtue of the mortgage, and (e) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (f) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (g) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (h) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (i) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (j) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (k) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (l) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (m) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (n) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (o) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (p) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (q) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (r) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (s) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (t) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (u) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (v) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (w) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (x) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (y) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage, and (z) not suffer or permit any use of or any unauthorized use of the Premises or the security intended to be effected by virtue of the mortgage.

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any proceeding when in the opinion of the court the same are not in the best interests of the parties, except as and attorney, as mentioned or paid by the Mortgagee in any proceeding, including judgments, mortgages, partition, in any capacity by reason of the Mortgage, direct suffer or permit, without Mortgagee's written consent, any alteration, addition, to, demolition or removal of any of the improvements, apparatus, fixtures or equipment on or attached to the Premises, or any agreement or transfer of any right, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be bonded to or open to the Premises, nor any change in the nature or character of the operations of the Premises, which will increase the liability of the mortgagor, nor any change or alteration of the exterior and interior architectural arrangement, improvements, on the Premises, including, without limitation, any change or alteration of any wall, room, or hall.

4. Sale or Transfer of Premises or Interest Therein

Mortgagor agrees and understands that it shall constitute an event of default under this Mortgage and the Note entitling the remedies in the Mortgage and Note to be exercised if (a) the Mortgagor, or any beneficiary of the Mortgage, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the Premises to become vested in any person or persons, firm or corporation or other entity other than the Mortgagor or the present beneficiary or beneficiaries, (b) any lien or security interest attaches to the Premises or the beneficial interest in the Premises other than the lien of this Mortgage (excluding taxes and assessments not yet due and payable), (c) any article of agreement for deed or other installment contract for deed, title or beneficial interest in land contract in the Premises are entered into, or (d) any partnership interest in Mortgage is conveyed, transferred, or hypothecated, in whole or in part, or (e) any stock in Mortgage (if Mortgage is a corporation), or in any corporation owning all or a portion of the beneficial interest in Mortgage is conveyed, transferred, or hypothecated, in whole or in part.

b. Hazard Insurance.

Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the Premises insured by carrier, at all times satisfactory to Mortgagee against loss by fire, hazards included within the term "Extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Mortgagee shall require and in such amounts and for such periods as Mortgagee shall require and as more fully detailed in the Loan Agreement. All premiums on insurance policies shall be paid at Mortgagee's option, in the manner provided under paragraph 1 hereof, or by Mortgagor making payment, when due, directly to the carrier, or in such other manner as Mortgagee may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and Mortgagor 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, Mortgagor shall deliver to Mortgagee a renewal policy, information satisfactory to Mortgagee.

In the event of fire, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor hereby authorizes and empowers Mortgagee as attorney in fact for Mortgagor to make personal checks, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to 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 shall require Mortgagee to incur any expense or take any action in remedy. Mortgagee further authorizes Mortgagee, at Mortgagee's option, to hold the balance of such proceeds, to be used to reimburse Mortgagor for the cost of reconstruction or repair of the Premises, or to apply the balance of such proceeds to the payment of the taxes incurred by the Mortgagee, whether or not then due.

If the insurance proceeds are held by Mortgagee to reimburse Mortgagor for the cost of reconstruction and repair of the Premises, the Premises shall be restored to the equivalent of its original condition or, in the alternative, Mortgagor may, at its option, conditionally discharge and proceed on Mortgagee's approval of such plans and specifications of an architect satisfactory to Mortgagee, contractor, construction manager, architect's certificate, waivers of liens, sworn statements of mechanic, and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require. If the insurance proceeds are applied to the payment of the sum secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installment, referred to in the Note or change the amounts of such installments. If the Premises is sold or Mortgagee requires title to the Premises, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Premises prior to such sale or acquisition.

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6. Funds for Taxes, Insurance and Other Impositions

Subject to applicable law or local written ordinance, Mortgagor shall pay, or shall pay for on the day, monthly, in installments of principal and interest due payable under the terms and conditions hereof, designated as being by Mortgagee until the Note is paid in full, a sum herein "Funds" equal to one-twelfth of the sum of the taxes, assessments, and impositions which may be levied on the Premises, the the yearly ground rent, if any, on the yearly premium on a fire and other fire and insurance contract by insurance and on the other insurance covering the Premises, and of the yearly premium on a policy of fire, theft and burglary insurance, and of the yearly premium on a dividend for mortgage insurance contract, if any, on the Premises, and from time to time by Mortgagee on the basis of a statement and bill and receipts on bills rendered by Mortgagor, or Mortgagee, as required that Mortgagee pay such Funds, may be revoked by Mortgagee or Mortgagee, at its election, at any time upon notice in writing if Mortgagee or Mortgagee may require Mortgagee to pay, Mortgagee or Mortgagee, as the case may be, the cost of any change in premium payments and impositions in connection with Mortgagee or Mortgagee, as the case may be, all reasonable and necessary to protect Mortgagee's interest therein to "Other Impositions". Funds for such taxes, assessments, and impositions may require Funds for Other Impositions to be paid by Mortgagee in a lump sum or periodic payments in arrears as a condition precedent to Mortgagee to pay any of the above and monthly deposits after the commencement of the term of the Mortgage in which event all remedies under the Mortgage may be immediately exercised by Mortgagee.

The Funds shall be held by Mortgagee and Mortgagee shall apply the Funds to pay and discharge all such taxes, assessments, premiums and Other Impositions, as long as Mortgagee and Mortgagee shall be bound by the terms and conditions in the Mortgage or any of the other Loan Documents. Mortgagee shall have no liability for collecting and applying the Funds, for analyzing said account or for verifying and compiling said account, and shall make no representation or warranty concerning or profit on the Funds. Mortgagee shall not be required to pay Mortgagee any interest or fees for the Funds. Mortgagee shall give to Mortgagee, without charge, an annual accounting of the Funds in Mortgagee's name. The amount of such credit and debit to the Funds and the purpose for which each debit to the Funds was made. The Funds shall be held in a separate fund of trust for the amount created by the Mortgage.

If the amount of the Funds held by Mortgagee at the time of the payment of the taxes, assessments, premiums, and Other Impositions, as they fall due, by Mortgagee to provide for the payment of taxes, assessments, premiums, and Other Impositions, as they fall due, such excess shall be at Mortgagee's option, either promptly returned to Mortgagee on the next monthly installment or installment of Funds due. If at any time the amount of the Funds held by Mortgagee shall be less than the amount deemed necessary by Mortgagee to pay taxes, assessments, insurance premiums, and Other Impositions, as they fall due, Mortgagee shall pay to Mortgagee any amount necessary as reasonably determined by Mortgagee to make up the deficiency, within ten (10) days after notice from Mortgagee to Mortgagee requesting payment thereof.

Upon Mortgagee's breach of any covenant or agreement in the Note, or the Covenants hereon apply in any amount and in any order as Mortgagee shall determine, in Mortgagee's sole discretion, any Funds held by Mortgagee at the time of application to pay taxes, assessments, insurance premiums, and Other Impositions, which amounts may hereafter become due on this credit against sums secured by this Mortgage. Upon payment in full of all amounts secured by the Mortgage, Mortgagee shall promptly refund to Mortgagee any Funds held by Mortgagee.

7. Prepayment Privilege.

At such time as the Mortgagee is not in default under the terms and conditions of this note secured by the Loan Documents, the Mortgagee shall have such privilege of making prepayment on the principal of the Note, in addition to the required payments, as may be provided in the Note, and in accordance with the terms and conditions set forth in the Note.

8. Effect of Extensions of Time.

If the payment of, and indebtedness on any part thereof by, is extended or varied, any part of the security hereunder shall remain now or at any time hereafter liable therefor, or interest thereon, shall not be held as consent to such extension, variation or release, and their liability and the lien and all provisions hereof shall remain in full force. The right of recourse hereof shall continue in full force. The right of recourse against all such persons shall not be released by the Mortgagee, notwithstanding such extension, variation or release.

9. Mortgagee's Performance of Defaulted Acts.

In case of default hereon, Mortgagee may, but need not, effect a payment or performance as the same required of Mortgagee or any form and manner deemed expedient by Mortgagee, and need not make any or partial payments of principal or

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interest on prior indebtedness... All money paid for any of the purposes herein authorized and all disbursements... shall become immediately due and payable without demand...

10. Acceleration of Indebtedness

If for any reason the Mortgagee or its beneficiary shall file a petition in bankruptcy... or a trustee or a receiver shall be appointed for the Mortgagee or its beneficiary... the Mortgagee or its beneficiary shall at once... with all such unpaid principal and interest...

11. Remedies Cumulative

Each remedy provided in the Mortgage and Trust Agreement shall be in addition to any other remedies... and may be exercised concurrently...

12. Assignment of Rents and Leases

To further secure the indebtedness... the Mortgagee and Trust Agreement... shall collect and receive all such rents, issues and profits...

The Mortgagee hereby covenants that if the Mortgagee or its beneficiary... shall not perform and will not perform... more than once in a lifetime...

13. Observance of Lease Assignment

In the event the Mortgagee or its beneficiary... shall transfer and assign to the Mortgagee... the Mortgagee expressly covenants and agrees...

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shall constitute a default hereunder and the obligations of the Mortgagee under the Mortgage, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything to the contrary in the Mortgage to the contrary, become due and payable in the case of other default.

14. Lender's Possession.

Upon the occurrence of a default under any of the provisions of the Mortgage, the Mortgagee shall *accelerate and shut off* any other payment and take possession of the Premises in order to perform all actions necessary and appropriate for the operation and maintenance of the Premises.

The Mortgagee shall not be obligated to perform any of the duties or obligations set forth in this section to *perform or discharge any* obligation, duty, or liability under any lease, and the Mortgagee shall nevertheless be obligated to indemnify and hold the Mortgagee harmless of and *from any and all liability* for, on state or local taxes, on state or local laws, on state or local ordinances, and laws or under or by reason of the agreement the real estate should the Mortgagee or any other person, firm, business, agency, and lease, or under or by reason of the agreement thereof, the amount thereof, including costs of preparation, recording and filing, shall be assumed hereby and the Mortgagee shall reimburse the Mortgagee therefor under the terms of the deed.

15. Application of Income Received by Mortgagee

The Mortgagee in the exercise of the rights and powers herein and elsewhere herein by paragraph 12 hereof shall have full power to use and apply the rents, issues, and profits of the Premises to the payment of a special account of the following in such order as the Mortgagee may determine:

- a. to the payment of the operating expenses and property management charges and of all maintenance and repair charges, established *claims for damages of any* and premiums of fire and other insurances and for all
- b. to the payment of taxes and special assessments, charges, levies, and other charges, levies, and assessments on the Premises;
- c. to the payment of all repairs, decorating, items with respect to the alterations and improvements, betterments, and improvements of *said Premises and of painting and property* in such condition as will in the payment of the Mortgagee make it readily rentable; and
- d. to the payment of any indebtedness assumed hereunder or otherwise which may result from any foreclosure sale.

16. Appointment of Receiver.

Upon, or at any time after the filing of a complaint for foreclosure in a court in which such complaint is filed, I may appoint a receiver of the Premises and the Mortgagee, in such order as the holder of the Mortgage may be appointed as such receiver. Such receiver shall have 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 term of payment of the Mortgage, *except as to any such time during any further time* when Mortgagee except for the intervention of such receiver, shall be entitled to collect the rents, issues, and profits, and all other powers which may be necessary or beneficial in such case to carry out the full term of payment, here control, management and operation of the Premises during the whole of the period.

17. Uniform Commercial Code Security Agreement

The Mortgage is intended to be a security agreement as defined in Article 9 of the Uniform Commercial Code for any of the items specified above as part of the Premises, which code is applicable to any state which has adopted the same, and the Mortgagee hereby grants Mortgagee a security interest in such items. It is hereby agreed that Mortgagee may file the Mortgage in a separate non-lease in the state of Illinois and that Mortgagee shall be deemed to have made a statement to any of the items specified above as part of the Premises, and a separate statement of the Mortgagee of such items, security agreement or financing statement shall be sufficient as a financing statement. *In addition* Mortgagee shall, upon request, and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as any other documents, including copies of the deed and a reproduction of the Mortgage in such form as Mortgagee may require to perfect its security interest in such items. Mortgagee shall pay all cost of fulfilling such financing statement, and any other reasonable costs, including reasonable attorney's fees, and shall pay directly all other costs and expenses of any record search, for financing, or any other purpose, which may be required. Without the prior written consent of Mortgagee, Mortgagee shall not institute or file any financing statement, Uniform Commercial Code, or other security interest, claim, or items, including a purchase order, in any state which has adopted the Uniform Commercial Code, or any other

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Mortgagee shall not and will not apply, for or in violation of the provisions of any statute or ordinance, any so-called "Moratorium Laws", now or hereafter enacted, to prevent or hinder the enforcement of hereunder of this Mortgage, but hereby waives the benefit of such laws... (The mortgagee shall not and will not apply, for or in violation of the provisions of any statute or ordinance, any so-called "Moratorium Laws", now or hereafter enacted, to prevent or hinder the enforcement of hereunder of this Mortgage, but hereby waives the benefit of such laws...)

25. Mortgagee's Lien for Service Charges and Expenses

At all times, regardless of whether any loan proceeds have been disbursed, this mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commitments, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment entered into in connection with the financing of this loan.

26. Construction Mortgage

This Mortgage secures an obligation incurred for the construction of a building or buildings, and therefore constitutes a "construction mortgage" within the meaning of Section 9-1.1 of the Illinois Uniform Commercial Code.

27. Binding on Successors and Assigns

The benefit of this Mortgage and all of the provisions hereof shall extend to and be binding upon all successors and assigns of the Mortgagee. The word "Mortgagee" as used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holder of record of the Note secured hereby.

28. Captions

The captions and headings of these provisions are for identification purposes only and are not to be construed as defining or limiting in any way the scope or intent of these provisions.

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage and a certain assignment of Rent and security agreement on the day and year first above written.

Secretary

(Individuals)

Deborah L. Rippe

Neighborhood Housing Services
Redevelopment Corporation

(Corporation)

Officers not for profit corporation
First Redevelopment
and General Council Agent

ATTEST:

Deborah L. Rippe
Secretary

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General partnership on behalf of the above said Partnership

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, Notary Public in and for the County and State above said, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that they/she signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 19__

Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, Notary Public in and for the County and State above said, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that they/she signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 19__

Notary Public

My Commission Expires _____

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STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Notary Public in and for the County and State above and to me hereby certify, that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me in person and acknowledged that they had signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 19__

Notary Public

By Commission Expires _____

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Notary Public in and for the County and State above and DO HEREBY CERTIFY that _____ being the _____ Partner on behalf of an Illinois partnership known to me to be the partnership which created the foregoing instrument appeared before me and acknowledged that they had signed and delivered the same as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 19__

NOTARY PUBLIC

Notary Seal

STATE OF ILLINOIS

COUNTY OF COOK

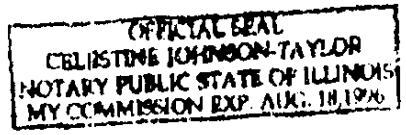
I, _____, Notary Public in and for the County and State above and DO HEREBY CERTIFY that _____ and _____

and _____ who are personally known to me to be the same persons who are subscribed to the foregoing instrument and _____ and _____ respectively, appeared before me this day in person and acknowledged that they had signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of _____ for the uses and purposes therein set forth, and the said _____

do hereby acknowledge that the _____ Corporation did affix the corporate seal of said Corporation to the said instrument as their own free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 19__

By Commission Expires _____



Notary Public

Celistine Johnson-Taylor

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CONSTRUCTION LOAN MORTGAGE

LOT 17 (EXCEPT THE NORTH 5 FEET THEREOF) AND LOT 18 (EXCEPT THE NORTH 15 FEET THEREOF) IN BLOCK 1 IN HOME BUILDERS' SUBDIVISION TO PEERBROOK, A SUBDIVISION OF THE EAST 1/2 OF LOT 4 AND EXCEPT THE SOUTH 1/2 THEREOF OF THE EAST 1/2 OF LOT 5 IN SCHOOL TRUSTEES SUBDIVISION OF 1906-7, TOWNSHIP 17 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDED IN DEED BOOK 9999 VOLUME 1

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*Madison & Superior Bldg.
Chicago
200 West Madison Street
Chicago, Ill.
60601-2591
Attention: Mortgages Department*

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