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## MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS and SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of **March 24, 1995**, from **COLE TAYLOR BANK, SUCCESSOR TRUSTEE TO HARRIS BANK AND TRUST COMPANY**, not personally, but solely as Trustee, pursuant to Trust Agreement dated **July 30, 1987**, and known as Trust Number **44102 ("Makers")**, with a mailing address at **850 W. Jackson Street, Chicago, Illinois, 60607**; and **MANUFACTURERS BANK, An Illinois Banking Corporation ("Payee")**, with a mailing address at **1200 N. Ashland Avenue, Chicago, Illinois, 60622**;

WHEREAS, Makers is justly and truly indebted to Payee in the principal sum of **FIFTY THOUSAND AND No/100 (\$50,000.00) DOLLARS** evidenced by a certain Promissory Note of even date herewith in said principal sum (the "Note") executed by Makers and **SUNG JOON KIM AND HE OK KIM, his wife (the "Co-Makers")**, payable to the order of Payee in (59) successive monthly installments of principal and interest, in the sum of **\$1,074.70** each, beginning on **May 1, 1995**, and continuing on the first (1st) day of each month thereafter, plus a final payment (60th) of the entire remaining balance of principal and accrued interest due on **April 1, 2000**.

All payments due under the Note shall be paid to Payee at the office of the Payee at its address set forth above.

To secure (a) the repayment by Makers of the debt evidenced by the Note, with interest, when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), and all extensions, renewals, modifications and refinancings thereof; (b) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, including, without limitation, all expenses and charges, legal or otherwise, including reasonable attorneys' fees, paid or incurred by the Payee in realizing upon or protecting this Mortgage or the indebtedness secured hereby; and (c) the performance of Makers's covenants and agreements under this Mortgage and the Note, Makers, does hereby **GRANT, MORTGAGE, CONVEY AND ASSIGN TO Payee, its successors and assigns, the following described real estate situated in the City of Chicago, being in the County of Cook, State of Illinois, to wit:**

OFFICE OF RECORDING  
 CHICAGO, ILLINOIS 60601  
 1995 MAR 24 PM 3:44  
 95-229195  
 COOK COUNTY RECORDER

**BOX 333-CTI**

75 V3 567  
OZ  
AJ

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Lot 4 in Block 1 in McReynold's Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 06, Township 39 North, Range 14 East of the Third Principal Meridian, (Except that part of said Lot lying East of the 50 Feet West of and Parallel with The East Line of said Section 5 as taken for widening of Ashland Avenue), in Cook County, Illinois.

Property address: 1552 N. Ashland Avenue Chicago,  
Illinois 60622

PIN # 17-06-204-036-0000

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, equipment and hereditaments thereto belonging together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property, which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Makers, including any after acquired title or reversion, in and to the rights of way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Makers in and to any and all leases approved by Payee now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof, including, without limitation, the leases described in Exhibit "A" attached hereto, and all renewals, extensions and substitutions thereof (all of the foregoing collectively the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Payee given to Makers to collect the rentals to be paid pursuant thereto, provided Makers shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Makers by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Makers for any taking by condemnation or eminent domain proceedings of

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all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage. (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises")

TO HAVE AND TO HOLD the Mortgaged Premises unto Payee, its successors and assigns forever, provided, however, that if and when all principal and accrued interest on the Note and all other indebtedness and obligations hereby secured shall be paid in full, and Makers shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall be released upon the written request and expense of Makers.

Makers covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered and that Makers will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in the title insurance loan policy insuring Payee's mortgage lien upon the Mortgaged Premises.

MAKERS HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Makers hereby agrees: (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secured; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance (except this Mortgage); (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings,

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improvements and all other property now or hereafter on the Mortgaged Premises unless Payee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof; (k) not to make or permit, without first obtaining the written consent of the Payee, the use of the Mortgaged Premises for any purpose other than that for which it was used on the date of this Mortgage or the removal, demolition or sale of any building, improvement, fixture, machinery or equipment now or hereafter upon the Mortgaged Premises; (l) to keep and maintain such books and records as required by Payee and to permit Payee reasonable access to and the right of inspection of such books and records; (m) to furnish to the Payee such information and data with respect to the financial condition, business affairs and operations of Makers and the Mortgaged Premises as may be reasonably requested no more often than annually, unless otherwise agreed to; (n) that all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied; (o) that no construction shall hereafter be commenced upon the Mortgaged Premises, unless the plans and specifications for such construction have been submitted to and approved in writing by Payee to the end that such construction shall not, in the reasonable judgment of the Payee entail prejudice of the loan evidenced by the Note and this Mortgage; and (p) that if the Mortgaged Premises are now or hereafter located in an area which has been designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 (as amended from time to time) and regulations issued under it (collectively, the "Act"), the Makers will keep the Mortgaged Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.

2. Makers shall keep the Mortgaged Premises continuously insured for the benefit of Payee, until the indebtedness secured hereby shall be paid in full and discharged, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of lightning, windstorm, malicious mischief, vandalism and other extended coverage hazards, for full replacement value, and such other appropriate insurance as the Payee may

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require from time to time. All insurance policies and renewals must be acceptable to Payee, must provide for payment to the Payee in the event of loss, must require thirty (30) days notice to the Payee in the event of non-renewal or cancellation, must be written by insurers acceptable to Payee and have such monetary limits as Payee shall require, and must be delivered to the Payee. Should the Makers fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Payee, then the Payee at its option may have the insurance written or renewed and pay the premiums for the account of Makers. In the event of loss or damage, the proceeds of the insurance shall be paid to the Payee alone. No loss or damage shall itself reduce the indebtedness secured hereby. All casualty policies shall contain a *standard Payee* clause naming Payee as "Mortgagee and Loss Payee" and a *lender's loss payable endorsement* in favor of Payee. Makers shall also provide a *Comprehensive General Liability Policy* naming Payee as an "Additional Insured".

3. In the event of any loss or damage sustained by casualty for which insurance policies are in effect, the Payee is authorized to adjust, compromise and collect all claims thereunder without the consent of the Makers and to execute and deliver on behalf of Makers all necessary proofs of loss, receipts, vouchers, releases and such other documents as shall be required by the insurers to be executed. At the election of Payee, the proceeds of any insurance may be applied to the reduction of the indebtedness secured by this Mortgage, whether or not then due, or may be applied to the cost of building or restoring buildings and improvements on the Mortgaged Premises, or may be applied to both purposes in such proportion as the Payee shall determine; provided that so long as Makers is not in default hereunder Payee shall make all such insurance proceeds available for such restoration, upon such terms and conditions as *lender shall reasonably require*. That part of the Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications therefor submitted to and approved by Payee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereover, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

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4. Makers shall pay all general real estate taxes, special taxes, special assessments, water and sewer charges and all other taxes and charges on the Mortgaged Premises before any charge for nonpayment attaches or accrues, and Makers shall furnish the Payee, upon request, with the original or duplicate receipts therefor. If Makers shall desire to contest any tax or special assessment, to avoid default under this Mortgage, Makers shall pay such tax or assessment in full in the manner provided by law.

5. In case of default hereunder, Payee may, at its option, at any time make payment or perform any act herein required by Makers in any form and manner deemed expedient by Payee, and Payee may, at its option, make full or partial payments of principal or interest on prior encumbrances, if any, pay delinquent taxes and insurance premiums and purchase, discharge or settle any tax lien or any other prior lien or claim, redeem from any tax sale or forfeiture affecting the Mortgaged Premises or contest any tax or assessment. All monies paid or incurred by Payee in connection therewith including costs and attorneys' fees and any other monies advanced by Payee to protect the Mortgaged Premises shall be no more additional indebtedness secured hereby and shall be immediately due and payable by Makers together with interest at the default rate defined herein.

If Makers shall not pay the taxes, assessments when due and furnish Payee with paid receipts within 30 days after date of payment, Makers upon request by Payee, shall deposit with Payee an amount equal to 1/12th of the estimated real estate taxes assessed against the Mortgaged Premises.

6. In the event that the Mortgaged Premises or any part thereof is taken by condemnation, Payee is hereby empowered to collect and receive any awards resulting therefrom ("Awards"), which shall, at the election of Payee, be applied to the payment of the Note or any other indebtedness secured hereby, or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged. If Payee elects to permit the use of Awards for rebuilding or restoration of the Mortgaged Premises, the Mortgaged Premises shall be so rebuilt or restored in accordance with plans and specifications therefor submitted to and approved by Payee (which approval shall not be unreasonably withheld or delayed) and applicable laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to condemnation. In the event the Awards are insufficient to pay for all costs of rebuilding or restoration, Makers shall

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deposit with Payee an amount equal to such excess costs prior to any disbursement.

7. To further secure payment of the Note, all other indebtedness assumed hereby and performance of all of the terms, covenants, conditions and agreements contained herein Makers hereby sells, assigns and transfers to Payee all of its right, title and interest in and to all Leases and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intent hereby to establish a collateral transfer and assignment thereof to Payee. Makers hereby irrevocably appoints Payee its Agent, in its name and stead (with or without taking possession of the Mortgaged Premises), following an event of default, to rent, lease or let all or any part of the Mortgaged Premises to any party or parties, at such rental and upon such terms as Payee shall, in its discretion, determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the same rights and powers as Makers would have. If no Event of Default under this Mortgage has occurred, Makers shall have the right to collect all of the rents arising from leases or renewals thereof. Upon an occurrence of an Event of Default, Payee, at any time or times thereafter, may notify any and all of the tenants of the leases that the leases have been assigned to Payee and Payee may direct said tenants thereafter to make all rentals and payments due from tenants under the leases directly to Payee and shall have the right to enforce the terms of the leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Makers. Makers will at all times deliver to the Payee duplicate originals or certified copies of all leases, agreements and documents relating to the Mortgaged Premises and shall permit access by the Payee to their books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Payee, its agents and designees shall have the right to inspect the Mortgage Premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Prior to execution of this Mortgage, Makers shall obtain and deliver to Payee a commitment for an ALTA Loan Policy in the full amount of the Note issued by a title

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company acceptable to Payee. All objections contained in the Loan Commitment shall be approved by and acceptable to Payee.

9. This Mortgage is given to and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Payee, or otherwise, as are made within twenty years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder of Deeds of the county where the Mortgaged Premises described herein are located. The total amount of indebtedness that may be so secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$1,000,000.00 of principal, plus interest thereon, and any disbursements made by Payee for the payment of taxes, special assessments, or insurance on the Mortgaged premises, with interest on all such disbursements, and all costs of collection, including reasonable attorneys' fees.

10. If Makers shall transfer, convey, alienate, Pledge, hypothecate or mortgage the Mortgaged Premises or any part thereof, or any beneficiary of Makers shall transfer, convey, alienate, pledge or hypothecate its beneficial interest or shall alter in any way the Trust Agreement under which Makers holds title, or shall sell, transfer or assign the shares of stock of any corporate owner of the Mortgaged Premises or of any corporation which is the beneficiary of the Makers, Payee, at its option, may accelerate the maturity of the Note and declare it to be due and payable forthwith.

11. This Mortgage shall constitute a security agreement between Makers and Payee with respect to that portion of the Mortgaged Premises constituting property or interests in property, whether real or personal, including any and all sums deposited by Makers and held by Payee which are subject to the priority and perfection provisions of the Illinois *Uniform Commercial Code*. Therefore, to secure payment of the Note and all other indebtedness and obligations of Makers hereunder, Makers hereby grants to Payee a security interest in the Mortgaged Premises and in all such deposits and agree that, upon an Event of Default, Payee shall have all of the

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rights and remedies of a secured party under the Illinois Uniform Commercial Code.

12. Makers shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but does hereby waive the benefit of such laws. Makers EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF, ON BEHALF OF THE BENEFICIARY OF MAKERS, ON BEHALF OF ALL PERSONS CLAIMING OR HAVING AN INTEREST (DIRECT OR INDIRECT) BY, THROUGH OR UNDER MORTGAGOR AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE HEREOF, IT BEING THE INTENT OF THE MAKERS HEREBY THAT ANY AND ALL SUCH RIGHTS OR REDEMPTION OF MORTGAGOR AND OF ALL OTHER PERSONS ARE AND SHALL BE DEEMED TO BE HEREBY WAIVED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS.

This Mortgage shall secure, in addition to all other indebtedness and obligations herein recited, any loan, liability, penalty, damage, expense, or judgment including reasonable attorneys' fees incurred by Payee by reason of any actual or alleged violation of any applicable statute, ordinance, rule or regulation for the protection of the environment which occurs upon the Mortgaged Premises or any adjoining parcels or by reason of imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation ("Environmental Costs").

13. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder; (a) default in the payment when due, (whether by lapse of time, acceleration or otherwise) of the principal of or interest on the Note; or of any other indebtedness hereby secured and such amount shall not be paid within ten (10) days after written notice thereof is sent to the Makers; or (b) default for more than twenty (20) days after written notice is sent to the Beneficiary Makers (the "Beneficiary"); or (c) default for more than twenty (20) days, after written notice is sent to the Co Makers, in the observance or compliance with any other covenant, warranty, term or provision of this Mortgage, or of any other instrument or document securing the Note or relating thereto; or (d) any representation or warranty made by Makers herein or by Makers or Beneficiary in any separate

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assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proven to be untrue or misleading in any material respect as of the date of issuance or making thereof; or (d) the Mortgaged Premises or any part thereof, or the beneficial interest in the trust estate holding title thereto shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Makers free of any lien, charge or encumbrance other than the lien hereof; or (e) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or (f) Makers, Beneficiary or Co Makers becomes insolvent or bankrupt or admits, in writing, its, his or her inability to pay its, his or her debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its, his or her property or such a trustee, custodian or receiver is appointed for Makers, Beneficiary or Co Makers, or for the major part of the properties of any of them and is not discharged within sixty (60) days after such appointment, or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Makers, Beneficiary or Co Makers, and if instituted against such party are continued to or acquiesced in or are not dismissed within Sixty (60) days after such institution; (g) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within forty five (45) days; (h) any event occurs or condition exists which is specified as an event of default in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto; or (i) any financial or other information submitted by the Beneficiary or by any Tenant/lessee of the Mortgaged Premises or any Makers to Payee proves untrue in any material respect; (j) the Mortgaged Premises are abandoned; or (k) the Makers shall

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fail or refuse to pay Environmental Costs as herein defined; or (f) any hazardous substances or wastes, industrial wastes, pollution control wastes or toxic substances, within the meaning of any applicable Federal, State or local environmental statute, ordinance, rule or regulation (collectively "Hazardous Substances") shall be installed, used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Mortgaged Premises, or transported to or from the Mortgaged Premises, in violation of any Federal, State or local environmental statute, ordinance, rule or regulation; or (g) The Makers shall fail or refuse voluntarily to clean up and to bear the cost of cleaning up all Hazardous Substances on, under or about the Mortgaged Premises, in violation of any applicable Federal, State or local Environmental statute, ordinance, rule or regulation, within sixty (60) days after their discovery, or after receipt from any environmental agency or any other governmental unit or authority that a violation of any applicable Federal, State or local environmental statute, ordinance, rule or regulation has occurred; or (h) Beneficiaries shall terminate or dissolve;

14. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Makers from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements: (a) Payee may, by written notice to Makers declare the Note and all unpaid indebtedness of Makers hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereon the same shall become and be forthwith due and payable, without other notice or demand of any kind; (b) Payee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) Payee may proceed to protect and enforce the rights of Payee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law; or (ii) by the foreclosure of this Mortgage in any manner permitted by law; (d) Payee shall, as a matter of

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right, without notice and without giving bond to Makers or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Makers or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Makers hereby consent to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Makers or other persons and any and all property therefrom, and may hold and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise; (c) Payee may enter and take possession of the Mortgaged Premises or any part thereof and manage, insure, repair and improve the same and take any action which, in Payee's judgment, is necessary or proper to conserve the value of the Mortgaged premises. Payee may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Payee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof and for such purpose Makers do hereby irrevocably constitute and appoint Payee its true and lawful attorney in fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Makers irrevocably acknowledging that any payment made to Payee hereunder shall be a good receipt and acquittance against Makers to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and to manage and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Payee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Makers promises to pay upon demand together with interest at the Default Rate applicable to the Note at the time such expenses are incurred. Payee shall not be liable to account to Makers for any action taken pursuant

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hereto other than to account for any rents actually received by Payee. Without taking possession of the Mortgaged Premises, Payee may, in the event the Mortgaged Premises becomes vacant or are abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute no such additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate applicable to the Note at the time such costs are incurred.

15. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

16. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Payee to or of any breach or default by Makers in the performance by Makers of any obligations contained herein shall be deemed a consent to or waiver by Payee of such performance in any other instance or any other obligation hereunder. The failure of Payee to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Payee hereunder or under applicable law in any one or more instances, or the acceptance by Payee of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Payee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Note but such remedies shall remain continuously in force.

Acceleration of maturity, once claimed hereunder by Payee, may at Payee's option be rescinded by written acknowledgment to that effect by Payee and shall not affect Payee's right to accelerate maturity upon or after any future Event of Default.

17. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United

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States Certified Mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Makers or Payee may designate pursuant to a written notice sent in accordance with the provisions hereof.

18. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

19. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Makers, or by or on behalf of Payee, shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, vendors and assigns of such parties, whether so expressed or not. In addition, all covenants, promises and agreements of Makers herein shall be binding upon any other parties claiming any interest in the Mortgaged Premises under Makers. If more than one party signs this instrument as Makers, then the term "Makers" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Makers" shall include all persons claiming under or through Makers and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

20. This Mortgage is executed by **Cole Taylor Bank Successor Trustee to Harris Bank and Trust Company**, not 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 **Cole Taylor Bank, Successor Trustee to Harris Bank and Trust Company**, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on **Cole Taylor Bank, Successor Trustee to Harris Trust and Savings Bank**, personally to pay the Note or any interest that may accrue thereon, or any indebtedness

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accruing hereunder, or to perform any covenants, conditions and agreements herein or therein contained, either express or implied, all such liability, if any, being expressly waived by Payee and every person now or hereafter claiming any right or security hereunder. Payee further acknowledges and agrees that Payee's sole recourse against Maker shall be to proceed against the Mortgaged Premises and other property given as security for the payment of the Note and other indebtedness and obligations hereby secured, in the manner herein, in the Note and related loan documents and by law provided.

IN WITNESS WHEREOF, Maker has executed this Mortgage the day and year first above written.

COLE TAYLOR BANK, SUCCESSOR  
TRUSTEE TO HARRIS BANK AND TRUST  
COMPANY, not personally but solely  
as Trustee under Trust No. 44102

BY: 

ASSISTANT VICE PRESIDENT

TITLE

ATTEST:

BY: 

Title: TRUST OFFICER

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## EXHIBIT A

### Description of Leases

All of the rents, issues and profits now due and which may hereafter become due, whether during or after the term of our Note, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement of the use or occupancy of any part of said property heretofore or hereafter made or agreed to, it being the intention of the Assignor to hereby establish an absolute transfer and assignment to assignee of all such leases and agreements made or agreed to by the undersigned or by the Assignee under the power herein granted, and of all the avails thereof.

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