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MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

DEPT-01 RECORDING \$69.00
T#0012 TRAN 3782 04/27/95 14:18:00
#3124 # JM #-95-278662
COOK COUNTY RECORDER

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THIS MORTGAGE, made the 29th day of March, 1995 from Jefferson State Bank, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated March 10, 1995 and known as Trust Number 1959 and having an address at c/o Daniel W. Kravetz, 1743 Colonial Lane, Northfield, Illinois 60093 ("Mortgagee"), to **Jefferson State Bank**, an Illinois Banking Corporation, having its principal place of business at 5301 West Lawrence Avenue, Chicago, Illinois 60630-3697 ("Mortgagor").

WITNESSETH, that to secure the payment of indebtedness in the sum of One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars lawful money of the United States of America, with interest thereon, to be paid according to a certain Note or obligation bearing even date herewith, with a final maturity of all principal and interest not required to be sooner paid of April 1, 1996 (such Note and any and all Notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "Note");

NOW, THEREFORE, to secure the payment of the principal and premium, if any, of and interest on the Note as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the observance and performance of all covenants and agreements contained herein or in the Note or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, sell, convey, mortgage, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI and VII below, all of the same being collectively referred to herein as the "Mortgaged Property":

Exoneration provision restricting any liability of Jefferson State Bank, attached hereto, is hereby expressly made a part hereof.

This Document Prepared By: *Paul*

Mark R. Ordower
MARK R. ORDOWER & ASSOCIATES
415 North LaSalle Street, Suite 603
Chicago, Illinois 60610

75-48-428 D2 RF Paul
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BOX 333-CTI

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GRANTING CLAUSE I

That certain real estate lying and being in the City of Chicago, County of Cook and State of Illinois more particularly described in Exhibit A attached hereto and made a part hereof (the "Land").

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I (the "Improvements"; the Land and the Improvements are hereinafter collectively referred to as the "Premises") all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner (the "Personality"); it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the end and beginning hereof, respectively.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof,

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including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than thirty (30) days in advance) and enjoy such rights.

GRANTING CLAUSE IV.

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting clause I or any part hereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power or eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "condemnation Awards").

GRANTING CLAUSE V.

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Mortgagor or by anyone in Mortgagor's behalf.

GRANTING CLAUSE VI.

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part hereof.

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GRANTING CLAUSE VII.

The ownership and benefit of any and all assignable agreements, contracts, guarantees (whether or not same contain an unconditional promise to pay), warranties, bonds, permits, present or future title assurance of all kinds, subordinations, attornment agreements, or, without limitation, other instruments or undertakings, now or hereafter existing, intended for the benefit of the Mortgagor of said premises, whether or not same are covenants running with the land, including steam and air-conditioning contracts, fuel delivery contracts, building and service maintenance contracts, and permits to occupy street space at, above and beneath the surface of the ground, and estoppel certificates of all kinds.

TO HAVE AND TO HOLD, the Mortgaged Property and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever, provided, however, that this instrument is upon the express condition that if the principal of and interest on the Note shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

The Mortgagor hereby covenants with the Mortgagee as follows:

1. **Indebtedness.** The Mortgagor will pay the indebtedness evidenced by the Note in accordance with the terms thereof. The indebtedness secured by this Mortgage may never exceed three times the amount of indebtedness described on the first page of this Mortgage.

2. **Insurance.** (i) The Mortgagor will keep the Improvements and Personalty insured against loss by fire in an amount equal to at least 100% of the replacement cost thereof and the Premises insured against such other casualty for the benefit of the Mortgagor and Mortgagee as the Mortgagee shall direct. Included in such additional insurance shall be loss by flood if the Premises are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazard and in which flood insurance has been made available under the National Flood Insurance Act, as amended. Each fire insurance policy shall have attached thereto an "Extended Coverage Endorsement" protecting against the perils of windstorm, cyclone, tornado, hail, explosion, riot, riot attending strike, civil commotion, aircraft, smoke, vehicles and other and different perils now or hereafter embraced by so-called "extended coverage". Originals of the policy or policies of each insurance shall be delivered to the Mortgagee at least thirty (30) days prior to the expiration date of existing policy or policies and shall be written in forms and amounts, and by companies, satisfactory to the Mortgagee. The insurance company or companies must have a minimum Best's Key Rating of A:X or better. Losses under any insurance affecting the Premises or any portion thereof shall be payable to the Mortgagee pursuant to a non-contributing first mortgagee endorsement acceptable to the Mortgagee. The Mortgagor shall promptly notify the Mortgagee of any loss covered by such insurance and the Mortgagee shall have the right to join with the Mortgagor in adjusting payment therefor.

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The Mortgagor will not take out separate or additional insurance for perils or losses covered by the policies required by this Mortgage unless the Mortgagee is included as a named insured with losses payable to the Mortgagee as provided above. Mortgagor shall obtain such other types of insurance in such form and limits as is reasonably required by Mortgagee including but not limited to Dram Shop, rent continuation, business interruption, boiler and machinery, workman's compensation, earthquake and public liability.

(ii) Net insurance proceeds received by Mortgagee under the provisions of this Mortgage or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering Improvements and Personalty or any part thereof shall first be applied toward the payment of the Note, without premium, whether or not the same may then be due or be otherwise adequately secured; provided, however, that such proceeds shall be made available for the restoration of the portion of the Improvements and Personalty damaged or destroyed if written application for such use is made within thirty (30) days of receipt of such proceeds and the following conditions are satisfied: (a) The extent of loss is less than twenty percent (20%) in value of the Premises, (b) Mortgagor has in effect rental interruption insurance covering the income to be lost during the restoration period as a result of the damage or destruction to the Improvements and Personalty or provides Mortgagee with other evidence reasonably satisfactory to it that Mortgagor has cash resources sufficient to pay its obligations during the restoration period; (c) No event of default (as hereinafter defined), or event which, with the lapse of time, the giving of notice, or both, would constitute an event of default, shall have occurred and be continuing (and if such an event shall occur during restoration, Mortgagee may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of the indebtedness hereby secured); (d) Mortgagor shall have submitted to Mortgagee within thirty (30) days thereafter plans and specifications for the restoration which shall be reasonably satisfactory to it and (e) Mortgagor shall submit to Mortgagee within an additional thirty (30) days contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration and providing for a total completion price not in excess of the amount of insurance proceeds available for restoration, or, if a deficiency shall exist, Mortgagor shall have deposited the amount of such deficiency with Mortgagee. Any insurance proceeds to be released pursuant to the foregoing provisions shall be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements may at Mortgagee's option be made directly to Mortgagor or to or through any contractor or material man to whom payment is due or to or through a construction escrow to be maintained by a title insurer reasonably acceptable to Mortgagee. Mortgagee may impose such further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All title insurance charges and other costs and expenses paid to or for the account of Mortgagor in connection with the release of such insurance proceeds shall constitute so much additional indebtedness hereby secured to be payable upon demand with interest at the rate applicable to the Note at the time such costs and expenses are incurred. Mortgagee may deduct any such costs and expenses from insurance proceeds at any time standing in its hands. If Mortgagor fails to request that insurance proceeds be applied to the restoration of improvements or if Mortgagor makes such a request but fails to complete restoration within a reasonable time, Mortgagee shall have the right, but not the duty, to restore or rebuild said Improvements and Personalty or any part thereof for or on behalf of Mortgagor in lieu of applying said proceeds to the indebtedness hereby secured and for

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such purpose may do all necessary acts, including using funds deposited by Mortgagor as aforesaid and advancing additional funds for the purpose of restoration, all such additional funds to constitute part of the indebtedness hereby secured payable upon demand with interest at the rate applicable to the Note.

3. Maintenance and Repairs; Alterations. The Mortgagor will maintain the Premises and Personalty in good order and condition and will promptly make all repairs, replacements and improvements which are necessary to accomplish the foregoing. The Improvements shall not be removed, demolished or substantially altered without the prior written consent of the Mortgagee. Personalty may not be removed from the Premises except where appropriate replacements, free of liens or claims, are immediately made of a value equal to at least the value of the Personalty removed unless consented to by the Mortgagee in writing. The Mortgagor shall not commit or permit any waste on the Premises.

4. Real Estate Taxes. The Mortgagor will pay when due and payable and prior to the imposition of any premium or additional payment, the following (all of said amounts collectively referred to as "Taxes"): All taxes, general and special assessments, water, drainage and sewer charges, license fees and all other charges or impositions of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Property or any portion thereof or the rents or income arising therefrom (other than income or franchise taxes of the Mortgagee), to the extent not paid by reason of the deposits pursuant to Section 5 hereof. Assessments affecting the Premises may be paid in installments if the assessment authority permits such payment without premium or additional payment provided that upon any default by the Mortgagor in the performance of the terms, covenants and conditions in the Note or the Mortgage, the Mortgagee may, by notice to the Mortgagor, require that all unpaid installments be immediately paid. Upon request of the Mortgagee, the Mortgagor shall deliver to the Mortgagee receipts showing payment of all Taxes.

5. Reserve Payments. Upon request of Mortgagee at any time and thereafter the Mortgagor shall, in addition to the monthly payments pursuant to the Note, pay to the Mortgagee initially a deposit in an appropriate amount as calculated by Mortgagee and then on the due date of each payment under the Note until the Note is fully paid, a sum sufficient to accumulate by constant monthly payments by the date sixty (60) days prior to the due date thereof, the amount of the Taxes and insurance premiums next due and payable. The determination of the amounts payable shall be made by the Mortgagee based on the current amount of taxes and insurance premiums or, if said amounts are unknown, on the basis of the immediately preceding year. The Mortgagee shall apply the amount deposited hereunder to the payment of Taxes and insurance premiums as they become due and payable. Said deposits need not be held in a separate account, and no interest shall be paid to Mortgagor on said funds.

If the payments provided for herein shall be insufficient to pay an installment of Taxes or insurance premiums in full when due and payable, the Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, the amount of any deficiency.

If there shall be a default under any of the provisions of this Mortgage and an action or proceeding shall be commenced to foreclose this Mortgage, the Mortgagee shall be, and hereby is, authorized and empowered at the Mortgagee's option to apply at the time of the

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commencement of said action or proceeding, or at any time thereafter, the balance then remaining in the funds accumulated hereunder as a credit against the amount of principal or interest then remaining unpaid under the Note.

6. Title. The Mortgagor covenants that it has good and marketable title to the Premises and that this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property. The Mortgagor represents that it is the owner of the Personalty free and clear of all liens and encumbrances. The Mortgagor will, at no cost or expense to the Mortgagee, defend title to the Premises and Personalty and the lien of this Mortgage on the Mortgaged Property against the claims of all persons or entities.

7. Mechanic's Liens. The Mortgagor will pay all claims of mechanics, suppliers and laborers who supply or provide goods or services to the Premises or any portion thereof and will, within thirty (30) days after filing, discharge any lien filed by any such party against the Premises or any portion thereof.

Nothing contained in this Section shall require payment of any claim of any mechanic, supplier or materialman so long as the Mortgagor, at its expense, contests the validity thereof by appropriate legal proceedings which shall prevent the collection thereof or sale or forfeiture of all or any portion of the Mortgaged Property provided that the Mortgagee shall be provided with a bond or other security satisfactory to the Mortgagee assuring discharge or payment of any such claim.

8. Other Taxes; Prior Encumbrances. The Mortgagor shall pay any taxes, other than federal, state or local income taxes, imposed upon the Mortgagee by reason of the ownership of this Mortgage, the Note or any other instrument referred to herein.

Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement (collectively "Prior Encumbrance") creating a lien having priority over this Mortgage, including Mortgagor's covenants to make payments when due. Any act or omission of Mortgagor which, with the giving of notice of the passage of time would constitute a default or event of default under any Prior Encumbrance or under any ground lease shall be a default under this Mortgage. Mortgagor shall promptly deliver to Lender all notices given or received of any defaults or events of default under any Prior Encumbrance or any ground lease.

9. Proper Use of Premises. Mortgagor will not use or permit to be used the mortgaged property or any part thereof in any manner inconsistent with the rights of Mortgagee hereunder, or in violation of the provisions of any insurance policy or any rules or regulations of insurance underwriters, and in the use of said Mortgaged Property or any part thereof, or in the construction of Improvements on or adjoining the Mortgaged Property, will comply with, or cause to be complied with, all valid laws, ordinances, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body, officer or department now or hereafter applicable to the mortgaged property or to the uses and purposes thereof, and will maintain and use the Mortgaged Property in full compliance therewith and in condition requisite thereunto. In the event any violations of the foregoing shall be filed against the Premises, the Mortgagor shall notify the Mortgagee thereof in writing and deliver to the Mortgagee a discharge of record thereof within ninety (90) days of the date of filing of the violation.

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10. Condemnation. The Mortgagor will promptly notify the Mortgagee of the institution of any condemnation or eminent domain proceeding affecting the Premises or any portion thereof. The Mortgagee may participate in any such proceedings and the Mortgagor shall deliver to the Mortgagee copies of all documents received by the Mortgagor in connection therewith. The proceeds of any award or compensation payable as a result of any such proceeding, including proceedings affecting streets adjacent to the Premises or damage caused by any public authority, are hereby assigned, and shall be paid, to the Mortgagee. Such proceeds shall, at the sole option of the Mortgagee, be applied to prepayment of the Note, without premium, or to payment of the cost of restoration of the Improvements upon such terms and conditions as the Mortgagee may direct; provided, that Mortgagee will not unreasonably withhold its consent to the request by Mortgagor for application of such proceeds to the payment of the cost of restoration of the Improvements, all upon such terms and conditions as the Mortgagee may direct. Notwithstanding any rate of interest payable on any such award by the condemning authority, the Mortgagor shall continue to pay interest at the rate specified in the Note or, if the condemnation authority shall make payment of a portion of such interest, an amount equal to the difference between the rate actually paid by such authority and the amount set forth in the Note so that the Mortgagee shall at all times continue to receive interest at the rate specified in the Note as provided therein. Mortgagee will refund to Mortgagor sums, if any, received in excess of balance due.

11. Application of Payments. Unless prohibited by applicable law, all payments received by Lender under this Mortgage, the Note, the Loan Agreement, if any, and all documents given to Lender to further evidence, secure or guarantee the Secured Indebtedness (collectively, and as amended, modified or extended, the "Loan Documents") shall be applied by Lender first to payments required from Mortgagor to Lender as Reserve Deposits, then to any sums advanced by Lender to protect the security of this Mortgage, then to interest payable on the Note and to any prepayment premium which may be due, and then to Note principal (and if principal is due in installments, application shall be to such installments in the inverse order of their maturity).

Any applications to principal of proceeds from insurance policies, or of condemnation awards, shall not extend or postpone the due date of any monthly installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Note or other Loan Documents.

12. Assignment of Leases and Rents. All right, title and interest of Mortgagor in and to those leases, if any, listed on Exhibit B, and all present and future leases affecting the Property, written or oral (collectively "Leases"), and all rents, income, receipts revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby transferred and assigned to Lender as further security for the payment of the Secured Indebtedness, and Mortgagor hereby grants a security interest to Lender in and to the same. If requested by Lender, Mortgagor shall submit all future Leases affecting the Property to the Lender, for its approval prior to execution, and all approved and executed Leases shall be specifically assigned to Lender by an instrument satisfactory to Lender. Each Lease shall, at the option of Lender, be paramount or subordinate to this Mortgage. Mortgagor shall furnish Lender with executed copies of each Lease and, if requested by Lender, with estoppel letters from each tenant, which estoppel letters shall be in a form satisfactory to Lender and shall be delivered not later than thirty (30) days after Lender's written demand.

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If, without Lender's prior written consent, Mortgagor: (i) as lessor, fails to perform and fulfill any term, covenant, or provision in any Lease; (ii) suffers or permits to occur any breach or default under the provisions of any separate assignment of any Lease given as additional security for the Secured Indebtedness; (iii) fails to fully protect, insure, preserve, and cause continued performance by the lessee or the lessor of any other Lease or Leases hereafter assigned to Lender; (iv) cancels, terminates, or materially amends or modifies any Lease, or (v) permits or approves an assignment by lessee of a Lease or a subletting of all or any part of the Property demised in the Lease; such occurrence shall constitute an Event of Default hereunder.

Lender shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Note and other Loan Documents or to any person acquiring title to all or any part of the Property through foreclosure or otherwise.

Upon an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof, if any, to pay all Rents directly to Lender without proof of the Event of Default. Lender shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable) to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property. While this assignment is a present assignment, Lender shall not exercise any of the right or powers conferred upon it by this paragraph until such Event of Default shall occur under this Mortgage.

If Mortgagor, as lessor, shall neglect or refuse to perform and keep all of the covenants and agreements contained in the Lease or Leases, then Lender may perform and comply with any such Lease covenants and agreements. All related costs and expenses incurred by Lender shall become a part of the Secured Indebtedness and shall be due and payable upon demand by Lender with interest thereon accruing thereafter at the Default Rate.

Lender, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Lease. Mortgagor shall defend, protect, indemnify and hold Lender harmless from and against any and all liability, loss or damage to Lender under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of all alleged obligations or undertakings on its part to perform or discharge any Lease terms, covenants or agreements. The amount of any such liability, loss or damage arising under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, including costs, expenses and reasonable attorneys' fees incurred by Lender shall be a part of the Secured Indebtedness due and payable upon demand with interest thereon accruing thereafter at the Default Rate.

13. Protection of Lender's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Note or the other Loan Documents, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as it deems expedient or necessary to protect Lender's interest, including (i) making repairs; (ii) discharging Prior Encumbrances in full or part; (iii) paying, settling, or discharging tax liens, mechanics' or other liens, and paying ground rents (if any); (iv) procuring insurance; and

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(v) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof.

Any amounts disbursed by Lender pursuant to this paragraph shall be a part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Note (the "Default Rate"). Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this paragraph.

14. Inspection of Property and Books and Records. Mortgagor shall permit Lender and its representatives and agents to inspect the Property from time to time during normal business hours and as frequently as Lender requests. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Property. From time to time upon not less than five (5) days demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records and all supporting vouchers and data at its offices or at the address identified below.

15. Mortgagor Not Released; Forbearance by Lender Not a Waiver; Remedies Cumulative. Any extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured Indebtedness shall not operate to release, in any manner, Mortgagor's liability. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 13 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

16. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and permitted assigns of Lender and Mortgagor. If this Mortgage is executed by more than one Mortgagor, each shall be jointly and severally liable hereunder.

17. Excess Loan Charges. If the Loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charged to the permitted limit; and (b) any sums already collected from Maker which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded to Maker or applied

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as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor on the Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

18. Legislation Affecting Lenders' Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any provision of the Note, this Mortgage or any of the other Loan Documents unenforceable according to its terms, Lender, at its option upon giving written notice to Maker allowing Maker ninety (90) days to pay off the balance of this loan may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted hereunder, provided in such event the Mortgagor will not be required to pay any prepayment penalty.

19. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given to Mortgagor at the address provided at the end with a copy to beneficiary and attorney or agent if address is provided after the signature lines of this Mortgage and to Lender at Lender's address stated above with a copy to Mark R. Ordower & Associates, 415 North LaSalle Street, Suite 603, Chicago, Illinois 60610. Notices shall be deemed to have been given and effective on the date of delivery, if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two (2) days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

20. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, the Note or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable same shall not affect other provisions of this Mortgage, the Note or any of the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Note or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

21. Prohibitions on Transfer of the Property or of an Interest in Mortgagor. It shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecation, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of (1) the Property or any part thereof or interest therein; or (2) all or a portion of the beneficial interest of Mortgagor or the power of direction; (3) all or a portion of the stock of any corporate beneficiary of a trustee Mortgagor that results or could result in a material change in the identity of the person(s) or entity(ies) previously in control of such corporation; (4) all or a portion of an interest in a partnership, or a joint venture interest of a joint venturer in the joint venture, if Mortgagor's

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beneficiary consists of or includes a partnership or joint venture, that results or could result in a material change in the identity of the person(s) or entity(ies) in control of such partnership or joint venture (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Lender, at its sole option, may declare the entire unpaid balance, including interest, immediately due and payable. This option shall not be exercised by Lender if prohibited by Federal law as of the date of this Mortgage.

22. Waiver of Right of Redemption. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" nor or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all right of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, 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 Property subsequent to the date hereof, it being the intent hereby that any and all such right of redemption of Mortgagor, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, involving or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will suffer and permit the exercise of every such right, power and remedy as through no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

23. Personalty; Security Agreement. This Mortgage shall constitute a security agreement for all Personalty for the purposes of the Uniform Commercial Code. The Mortgagor hereby authorizes the Mortgagee to file any financing statement necessary under such Code to perfect the security interest of Mortgagee without requiring the signature of the Mortgagor. The Mortgagor shall not execute or deliver any other financing statement or agreement creating a lien, encumbrance, or reservation of title for any of the Personalty without the consent in writing of the Mortgagee.

24. Appointment of Receiver. Upon acceleration of the Note or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the Rents from the Property including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment

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of the costs and expenses of the management of the Property and collection of Rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 11. The receiver shall be liable to account only for those Rents actually received.

25. Zoning. The Property is zoned to permit the current operation and use of the Property. Mortgagor will not initiate or acquiesce in a zoning reclassification without Lender's prior written consent.

26. Environmental Compliance. Mortgagor hereby represents and warrants to Lender and covenants with Lender that:

A. Definitions. For purposes of this Paragraph 26:

(i) "Premises" means: The Real Estate including improvements presently and hereafter situated thereon or thereunder, construction material used in such improvements, surface and subsurface soil and water, areas leased to tenants, and all business, uses and operations thereon.

(ii) "Environmental Laws" means:

(a) Any present or future federal statute, law, code, rule, regulation, ordinance, order, standard, permit, license, guidance document or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and reauthorizations pertaining to the protection, preservation, conservation or regulation of the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Subsection 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Subsection 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Subsection 2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Subsection 7401 et seq., and the Clean Water Act, 33 U.S.C. Subsection et seq.

(b) any present or future state or local statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing regulations and reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment.

(iii) "Hazardous Material" means:

(a) "hazardous substances" as defined by CERCLA;

(b) "hazardous wastes" as defined by RCRA;

(c) "hazardous substances" as defined by the Clean Water Act;

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(d) any item which is banned or otherwise regulated pursuant to TOSCA;

(e) any item which is regulated by the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 et seq.;

(f) any item which triggers any thresholds regulated by or invoking any provision of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. 11001 et seq.;

(g) any hazardous, dangerous or toxic chemical, material, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limiting or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

(h) any petroleum, crude oil or fraction thereof;

(i) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Subsection 2011 et seq., and amendments thereto and reauthorizations thereof;

(j) asbestos-containing materials in any form or condition;

(k) polychlorinated biphenyls ("PCBs") in any form or condition.

(iv) "Environmental Actions" means:

(a) any notice of violation, complaint, claim, citation, demand, inquiry, report, action, assertion of potential responsibility, lien, encumbrance, or proceeding regarding the Premises, whether formal or informal, absolute or contingent, matured or unmatured, brought or issued by any governmental unit, agency or body or any person or entity respecting:

(1) Environmental Laws;

(2) the environmental condition of the Premises, or any portion thereof, or any property near the Premises, including actual or alleged damage or injury to humans, public health, wildlife, biota, air, surface or subsurface soil or water, or other natural resources; or

(3) the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of Hazardous Material either on the Premises or off-site.

(B) Representations and Warranties. Borrower hereby represents and warrants to Lender that:

(i) Compliance. To the best of Borrower's knowledge based on all appropriate and thorough inquiry, the Premises and Borrower have been and are currently in compliance with all Environmental Laws. There have been, to the best of Borrower's knowledge

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based on all appropriate and thorough inquiry, no past, and there are no pending or threatened, Environmental Actions to which Borrower is a party or which relate to the Premises. All required governmental permits and licenses are in effect, and Borrower is in compliance therewith. Borrower has not received any notice of any Environmental Action respecting Borrower, the Premises or any off-site facility to which has been sent any Hazardous Material for off-site treatment, recycling, reclamation, reuse, handling, storage, sale or disposal.

(ii) Absence of Hazardous Material. No use, exposure, release, emission, discharge, generation, manufacture, sale, handling, reuse, presence, storage, treatment, transport, recycling or disposal of Hazardous Material has, to the best of Borrower's knowledge based on all appropriate and thorough inquiry, occurred or is occurring on or from the Premises except in compliance with Environmental Laws. The term "released" shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Material). To the best of Borrower's knowledge based on all appropriate and thorough inquiry, all Hazardous Material used, treated, stored, transported to or from, generated or handled on the Premises has been disposed of on or off the Premises in a lawful manner. To the best of Borrower's knowledge based on all appropriate and thorough inquiry, no environmental, public health or safety hazards currently exist with respect to the Premises. To the best of Borrower's knowledge based on all appropriate and thorough inquiry, no underground storage tanks (including, but not limited to, petroleum or heating oil storage tanks) are present on or under the Premises, or have been on or under the Property except as has been disclosed in writing to Lender.

C. Borrower's Covenants. Borrower hereby covenants and agrees with Lender as follows:

(i) Compliance. The Premises and Borrower shall comply with all Environmental Laws. All required governmental permits and licenses shall be obtained and maintained, and Borrower shall comply therewith. All Hazardous Material on the Premises will be disposed of in a lawful manner without giving rise to liability under any Environmental Laws. Borrower will satisfy all requirements of applicable Environmental Laws for the registration, operation, maintenance, closure and removal of all underground storage tanks on the Premises, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable environmental Laws.

(ii) Absence of Hazardous Material. Other than Disclosed Material, no Hazardous Material shall be introduced to or used, exposed, released, emitted, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on the Premises without thirty (30) days' prior notice to Lender.

(iii) Environmental Actions and Right to Consent. Borrower shall immediately notify Lender of all Environmental Actions and provide copies of all written notices, complaints, correspondence and other documents relating thereto within two (2) business days of receipt, and borrower shall keep lender informed of all responses thereto. Borrower shall promptly cure and have dismissed with prejudice all Environmental Actions in a manner satisfactory to Lender and Borrower shall keep the Premises free of any encumbrance arising from any judgment, liability

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or lien imposed pursuant to any Environmental Actions. Notwithstanding the foregoing sentence, Borrower may, diligently, in good faith and by appropriate legal proceedings, contest such proceedings provided: (i) Borrower first furnishes to Lender such deposits or other collateral as Lender, in its sole discretion, deems sufficient to fully protect Lender's interests; (ii) such contest shall have the effect of preventing any threatened or pending sale or forfeiture of all or any portion of the Premises; and (iii) such contest will not cause Lender to incur any liability, in Lender's sole judgment. Borrower shall permit Lender, at Lender's option, to appear in and to be represented in any such contest and shall pay upon demand all expenses incurred by Lender in so doing, including attorneys' fees.

(iv) Future Environmental Audits. Borrower shall provide such information and certifications which Lender may reasonably request from time to time to monitor Borrower's compliance with this Article for the sole purpose of protecting Lender's security interest. To protect its security interest, Lender shall have the right, but not the obligation, at any time to enter upon the Premises, take samples, review Borrower's books and records, interview Borrower's employees and officers, and conduct such other activities as Lender, at its sole discretion, deems appropriate. Borrower shall cooperate fully in the conduct of such an audit. If Lender decides to conduct such an audit because of: (a) an Environmental Action; (b) Lender's considering taking possession of or title to the Premises after default by Borrower; (c) a material change in the use of the Premises, which in Lender's option, increases the risk to its security interest; or (d) the introduction of Hazardous Material other than Disclosed Material to the Premises; then Borrower shall pay upon demand all costs and expenses connected with such audit, which, until paid, shall become an additional indebtedness secured by the Loan Documents and shall bear interest at the Default Rate. Nothing in this Article shall give or be construed as giving Lender the right to direct or control Borrower's actions in complying with Environmental Laws.

(v) Event of Default and Opportunity to Cure. If Borrower fails to comply with any of its covenants contained in this Section within thirty (30) days after notice by Lender to Borrower, Lender may, at its option, declare an Event of Default. It, however, the noncompliance cannot, in Lender's reasonable determination, be corrected within such thirty (30) day period, and if Borrower has promptly commenced and diligently pursues action to cure such noncompliance to Lender's satisfaction, then Borrower shall have such additional time as is reasonably necessary to correct such noncompliance, provided Borrower continues to diligently pursue corrective action, but in no event more than a total of one hundred eighty (180) days after the initial notice of noncompliance by Lender.

(vi) Pending or Threatened Actions. There are no pending or threatened: (i) action or proceedings from any governmental agency or any other entity regarding the condition or use of the Property, or regarding any environmental, health or safety law; or (ii) "superliens" or similar governmental actions or proceedings that could impair the value of the Property, or the priority of the lien of the Mortgage or any of the other Loan Documents (collectively "Environmental Proceedings"). Borrower will promptly notify Lender of any notices, or other knowledge obtained by Borrower hereafter of any pending or threatened Environmental Proceedings, and Borrower will promptly cure and have dismissed with prejudice any such Environmental Proceedings to the satisfaction of Lender.

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D. Lender's Right to Rely. Lender is entitled to rely upon Borrower's representations, warranties and covenants contained in this Article despite any independent investigations by Lender or its consultants. The Borrower shall take all necessary actions to determine for itself, and to remain aware of, the environmental investigations or findings made by Lender or its consultants unless otherwise stated in writing therein and agreed to in writing by Lender.

E. Indemnification. The term "Lender's Environmental Liability" shall mean any and all losses, liabilities, obligations, penalties, claims, fines, lost profits, or demands, litigation, defenses, costs, judgments, suits, proceedings, damages (including consequential, punitive and exemplary damages), distributions or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against, settling or prosecuting any suit, litigation, claim or proceeding) which may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Lender any of Lender's parent and subsidiary corporations and their affiliates, shareholders, directors, officers, employees, and agents (collectively Lender's "Affiliates") in connection with or arising from:

- (i) any Hazardous Material used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on, in or under all or any portion of the Premises, or any surrounding areas;
- (ii) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Article;
- (iii) any violation, liability or claim of violation or liability, under any Environmental Laws;
- (iv) the imposition of any lien for damages caused by, or the recovery of any costs incurred for the cleanup of, any release or threatened release of Hazardous Material; or
- (v) any Environmental Actions.

Borrower shall indemnify, defend (at trial and appellate levels and with counsel, experts and consultants acceptable to Lender and at Borrower's sole cost) and hold Lender and its Affiliates free and harmless from any against Lender's Environmental Liability (collectively "Borrower's Indemnification Obligations"). Borrower's Indemnification Obligations shall survive in perpetuity with respect to any Lender's Environmental Liability.

Borrower and its successors and assigns hereby waive, release and agree not to make any claim or bring any cost recovery action against Lender under or with respect to any Environmental Laws. Borrower's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Borrower or Lender with respect to the violation or condition which results in liability to Lender.

27. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and

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shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

28. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq. (1992 State Bar Edition) of the Illinois Compiled Statutes) (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act.

If any Mortgage provision shall grant to Lender any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of such provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all reasonable expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 19 of this Mortgage, shall be added to the Indebtedness secured by this Mortgage or by the judgment of foreclosure.

29. Financial Statements. The Mortgagor will furnish, in writing, to the Mortgagee, annually, within sixty (60) days of the close of the Beneficiary's fiscal year, a true itemized statement for the immediately preceding year of the gross income and all expenses of operation of the Mortgage Property. Said statement shall be prepared by a Certified Public Accountant, if requested by Mortgagee, shall be certified to the Mortgagee by the Beneficiary and shall be subject to audit by the Mortgagee or its representative.

30. Fees and Expenses. The Mortgagor will pay all filing, registration, and recording fees and other expenses relating to this Mortgage, any financing statements filed in connection therewith, any supplements or additions to the foregoing, any satisfaction or assignment requested by the Mortgagor and all taxes or assessments relating to this Mortgage or the indebtedness secured hereby. The Mortgagee shall be entitled to recover the reasonable fees and expenses of its counsel incurred in connection with any default under the Note or this Mortgage including fees and expenses incurred in any foreclosure proceeding pursuant to this Mortgage. If the holder of this Mortgage shall become a party in any action or proceeding in which it becomes necessary to defend or uphold any rights of Mortgagee, all sums paid by said holder in connection therewith, including reasonable counsel fees, shall be paid by the Mortgagor and said amount shall be a lien on the Mortgaged property. If the Mortgagor shall fail to pay such sums upon request by the Mortgagee, the amount thereof shall bear interest at the Default Interest Rate set forth in paragraph 31 hereof from the date of request to the date of payment.

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31. Default Interest Rate. If the principal balance of this Mortgage is not paid when due and payable whether by maturity or acceleration, and after an Event of Default, the outstanding balance shall bear interest from the due date to the date of payment in full at the rate of three (3) percent in excess of the Interest Rate set forth in the Note.

32. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Mortgagor's failure to pay any amount due herein or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Note, this Mortgage, or any other Loan Document, which failure continues for more than ten (10) days; provided, however, that such ten (10) day cure period shall not apply to the other sub-paragraphs of this paragraph;

(b) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Paragraph 18) or any other Loan Document and such failure continues for a period of twenty-one (21) days after the earlier of Mortgagor's becoming aware of such failure or the effective date of notice thereof given by Lender to Mortgagor; provided, however, that this grace period shall not apply to the other sub-paragraphs of this paragraph;

(c) The occurrence of any breach of any representation or warranty contained in this Mortgage or any other Loan Document;

(d) A Prohibited Transfer occurs;

(e) A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor, or Beneficiary, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law; or if Mortgagor, or Beneficiary, shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or for any part of the Property or any substantial part of the Mortgagor's other property or any substantial part of the property of Beneficiary; (iii) make any assignment for the benefit of Mortgagor's or Beneficiary's creditors; (iv) fail generally to pay Mortgagor's debts as they become due;

(f) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

(g) If Beneficiary is other than a natural person or persons: (i) the dissolution or termination of existence of Beneficiary, voluntarily or involuntarily, whether by reason of death of a general partner of Beneficiary or otherwise; (ii) the amendment or modification in any respect of Beneficiary's articles or agreement of partnership or its corporate resolutions or its articles of incorporation or bylaws that would affect Beneficiary's performance of its obligations under the Note, this Mortgage or the other Loan Documents;

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(h) This Mortgage shall not constitute a valid lien on and security interest in the Property (subject only to the Permitted Encumbrances), or if such lien and security interest shall not be perfected;

(i) The Property is abandoned; or

(j) An indictment or other charge is filed against the Mortgagor or Beneficiary, in any jurisdiction, under any federal or state law, for which forfeiture of the Property or of other collateral securing the Secured Indebtedness or of which other funds, property or other assets of Mortgagor, Beneficiary or Lender is a potential penalty.

33. ACCELERATION; REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO BE IMMEDIATELY DUE AND PAYABLE WITH NOTICE AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING APPRAISALS, ENVIRONMENTAL REPORTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 11 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR OR AS A COURT MAY DIRECT.

34. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, MORTGAGOR AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS MORTGAGE, THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH; OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. MORTGAGOR AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

35. Land Trustee Exculpation. This Mortgage is executed by **Jefferson State Bank**, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Mortgage or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and individual capacity warrants that it as trustee possesses full power and authority to execute this instrument. Nothing herein shall modify or discharge the personal liability of any other party. Each original and successive holder of this Mortgage accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Property, or the Proceeds arising from such Premise's sale or other disposition. In the Event of Default, the sole

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remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment of the Secured Indebtedness, action to enforce the personal liability of other makers on the Note or the guarantors of the Note, or any other remedies as the holder in its sole discretion may elect.

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

ATTEST:

BY: *Dianne Tesler*

Printed Name: Dianne Tesler
~~AVP & Asst. Trust Officer~~

Its: _____
(Title)

Mortgagor's Address:

Jefferson State Bank
5301 W. Lawrence Avenue
Chicago, Illinois 60630

TRUSTEE:

Jefferson State Bank, not personally, but solely as Trustee under Trust Agreement dated March 10, 1995, and known as Trust No. 1959

BY: *Steven E. Craig*

Printed Name: STEVEN E. CRAIG

Its: ASSISTANT TRUST OFFICER
(Title)

Steven E. Craig
AVP & Asst. Trust Officer

Daniel W. Kravetz, Beneficiary of Mortgage hereby joins in this instrument for the purpose of assigning and mortgaging to the Mortgagee all of his rights, if any, in and to the rents, proceeds and avails of the real estate and the personal property conveyed in any of the granting clauses above.

Beneficiary's Address:

Daniel W. Kravetz
1743 Colonial Lane
Northfield, Illinois 60093

BENEFICIARY:

Daniel W. Kravetz

Printed Name: Daniel W. Kravetz

Copies of Notices to Attorney:

Exoneration provision restricting any liability of Jefferson State Bank, attached hereto, is hereby expressly made a part hereof.

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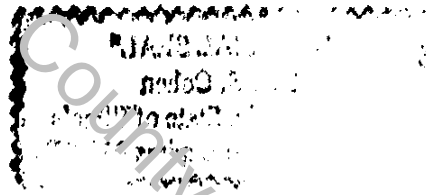
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Executed and delivered by the Jefferson State Bank of Chicago, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

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EXHIBIT A

LEGAL DESCRIPTION

LOT 3 (EXCEPT THE EAST 1 FOOT THEREOF) AND ALL OF LOTS 4, 5, 6, 7 AND 8 IN HERNSTROM'S SUBDIVISION OF LOTS 6 AND 7 AND LOT 8 (EXCEPT THE SOUTH 143 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF LOTS 3, 4, 5, 6, 7, 8 AND 9 AND PART OF LOT 2 OF ASSESSOR'S DIVISION OF LOTS 27 AND 28 IN PINE GROVE, IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3215-33 North Broadway, Chicago, Illinois 60657

Permanent Tax Index No.: 14-21-314-001-0000
14-21-314-004-0000

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