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## JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

**THIS JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** (herein "Mortgage") is made this 4<sup>TH</sup> day of September, 1996, between the Mortgagor, **PIONEER BANK AND TRUST COMPANY**, not personally but as Trustee under Trust Agreement dated May 6, 1994 and known as **TRUST NO. 25861** whose address is 4000 West North Avenue, Chicago, Illinois, 60639, c/o Land Trust Department (herein "Mortgagor") and **ALEXANDER VELBLUM**, personally, whose address is 1301 N. Bosworth, Chicago, Illinois, 60622 (herein "Beneficiary") who joins in this instrument for purposes of making the Uniform Commercial Code Security Agreement and related warranties and representations contained herein and the Mortgagee, **PIONEER BANK & TRUST COMPANY**, an Illinois Banking Corporation, whose address is 4000 W. North Avenue, Chicago, Illinois 60639 (herein "Mortgagee").

**WHEREAS**, Mortgagor's affiliated land trustee, Pioneer Bank & Trust Company, as Trustee under Trust Agreement dated August 14, 1996, known as Trust No. 26225 (the "Borrower") is indebted to Mortgagee in the principal sum of **TWO HUNDRED FIFTY FIVE THOUSAND AND NO/100 (\$255,000.00) DOLLARS**, which indebtedness is evidenced by Mortgagor's Secured Promissory Note of even date herewith (herein "Note") evidencing a commercial construction loan (with a mini-end loan conversion feature) in such principal sum (the "Loan"), providing for monthly installments of interest only and/or principal and interest and other required principal reduction payments, with the balance of the indebtedness, if not sooner paid, due and payable on the Maturity Date as defined in the Note.

Prepared by & upon recording mail to:  
J. Steven Butkus, Esq.  
GUERARD, KALINA & BUTKUS  
100 West Roosevelt Road, Suite A-1  
Wheaton, IL 60187

PIN: 17-05-116-026;  
17-05-116-025; AND  
17-06-302-001

Property Address(es):  
(I) 1261 N. Bosworth  
Chicago, Illinois;  
(II) 2133 W. Division  
Chicago, Illinois;  
(III) 1301 N. Bosworth  
Chicago, Illinois



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WHEREAS, Mortgagee also currently owns and/or holds the following prior mortgage(s) and/or security instruments with respect to one or more of the parcels comprising the Mortgaged Premises as collateral and security or certain other loan indebtedness, which prior mortgage instruments have priority over this Mortgage, to wit: (i) a certain Mortgage dated MAY 14, 1993 recorded in Cook County, Illinois, on or about MAY 21, 1993 as Document No. 93-387491, securing a certain prior commercial first mortgage loan in favor of Mortgagee in the original principal sum of \$ 175,500.00; and (ii) a certain Mortgage dated JUNE 26, 1992 recorded in Cook County, Illinois on or about JULY 1, 1992 as Document No. 92-481533, securing a certain prior commercial first mortgage loan in favor of Mortgagee in the original principal sum of \$ 14,000.00; and (iii) a certain Mortgage dated JUNE 6, 1994 recorded in Cook County, Illinois, on or about MAY 14, 1996 as Document No. 94-617682, securing a certain prior commercial first mortgage loan in favor of Mortgagee in the original principal sum of \$ 120,000.00 (all of the foregoing collectively or alternatively being referred to the "Prior Mortgage(s)").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION RECEIVED AND TO SECURE TO LENDER (a) repayment of the principal, interest, and all other amounts payable to Mortgagee on the Note according to its tenor and effect, and all renewals, extensions and modifications thereof and any future advances thereunder, whether direct or indirect, due or to become due (provided, however that in no event shall the aggregate indebtedness secured hereby at any one time exceed \$5,000,000.00); (b) the payment of all other sums, with interest thereon, advanced in accordance with the terms of the Note or herewith to protect the security of this Mortgage or other collateral for the Note; and (c) the performance and observance of all the covenants, provisions and agreements of Mortgagor herein and in the Note contained or other instrument given to further secure the performance of any obligation secured hereby or in any manner pertaining to the loan evidenced by the Note, including but not limited to the "Loan Documents" as defined and identified in the Note and/or in a certain Construction Loan and Security Agreement, bearing even date with the Note (the "Loan Documents"), and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Mortgagor, Mortgagor does hereby mortgage, grant, convey and assign to Mortgagee all of Mortgagor's right, title, and interest in those parcels of real estate located in the City of Chicago, Cook County, Illinois, identified by common address(es) on the first page hereof, and legally described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the real estate, and all heretofore or hereafter vacated alleys and streets abutting the real estate, and all easements, rights, appurtenances, rents, profits and awards, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials (including but not limited to concrete, steel, lumber, pipe, conduit, controls, doors and windows), freezers, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the real estate including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, water heaters, attached floor coverings, furnishings, antennas, and all additional personalty located on the subject real estate, all of which, including replacements and additions thereto (excepting, however, any of the foregoing items which are movable trade fixtures or furnishings which are personal property belonging to tenants in possession) shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, the real estate together with said property are herein collectively referred to as the "Mortgaged Premises".

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

**COVENANTS.** Mortgagor, Mortgagee and the Beneficiary (to the extent expressly provided herein) covenant and agree as follows:

1. Payment of Principal and Interest/Incorporation of Note Terms. Mortgagor acknowledges and covenants that Borrower is obligated to promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges provided in the Note and all other sums secured by this Mortgage. The terms and provisions of the Note are incorporated into this Mortgage by this reference as if the same were fully set forth herein. The terms of the Note shall govern in the event of any inconsistency between the terms of this Mortgage and such Note terms.

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

3. Charges; Liens. Mortgagor shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Mortgaged Premises which may attain a priority over this Mortgage by Mortgagor making payments when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee all notices of amounts due under this paragraph, and Mortgagor shall promptly furnish Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien which has priority over this Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall in good faith contest such lien by, or defend against enforcement of the lien in, legal proceedings which in the opinion of Mortgagee operate to prevent the enforcement of the lien or forfeiture of the Mortgaged Premises or any part thereof and in conjunction therewith fully insure or bond over such lien to Mortgagee's satisfaction within absolutely no later than thirty (30) days after the date such lien is first asserted.

4. Insurance. The Mortgagor will procure for, deliver to and maintain for the benefit of the Mortgagee during the term of this Mortgage, a policy or policies (a) insuring the Mortgaged Premises against fire, lightning, vandalism, malicious mischief, all other perils insured against under "extended coverage", and such other insurable perils as the Mortgagee may reasonably require, including, without limitation, perils covered under an "additional other perils" endorsement, for at least 90% of the insurable replacement cost or value (whichever is greater) of the Mortgaged Premises, (b) affording such other or additional coverage as from time to time may be requested by the Mortgagee, including, without limitation, builder's risk insurance, comprehensive general liability insurance, umbrella liability insurance, boiler and pressurized vessel insurance, and, if any part of the Mortgaged Premises is in a flood area (as defined under the Flood Disaster Protection Act of 1973), flood insurance, unless Mortgagee in its sole discretion agrees in writing to waive or suspend the requirements of such flood insurance.

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

In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor hereby authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder. In the event of a disbursement of insurance proceeds less than \$2,500.00 said funds shall be paid to Mortgagee and provided loan is not in default, Mortgagee shall disburse said funds in accordance with the reasonable instructions of Mortgagor relative to repair of the Mortgaged Premises. In the event of a disbursement of insurance proceeds in the amount of \$2,500.00 or more said funds shall be paid to Mortgagee and Mortgagor further authorizes Mortgagee, at Mortgagee's option, (a) to hold without interest the balance of such proceeds to be used to reimburse the cost of reconstruction or repair of the Mortgaged Premises or (b) in the event an Event of Default then exists or if in Mortgagee's reasonable judgment the value of the Mortgaged Premises and/or the debt to value of collateral ratio of the Loan secured hereby is or if upon reconstruction or repair will be materially adversely affected by such loss, or if such damage or destruction occurs during the last six (6) months of the term of the Note, or, if in Mortgagee's reasonable judgment such damage or destruction cannot be fully restored and repaired within six (6) months after the date such damage or destruction occurred, then to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 2 hereof.

If the insurance proceeds are held by Mortgagee to reimburse Mortgagor for the costs of restoration and repair of the Mortgaged Premises, the Mortgaged Premises shall be restored to the equivalent of its original condition or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of said proceeds on Mortgagee's approval of such plans and specifications by an architect (retained at Mortgagor's expense), selected by and/or otherwise satisfactory to Mortgagee, sworn statements of owners and contractors (with supporting lien waivers), satisfactory contracts or firm bids for all such restoration or repair work by qualified contractors copies of all required permits, and an "in balance" project budget for such work which budget shall at all times so remain "in balance." Disbursements for such restoration and/or repair work may be subject to such other customary construction lending procedures and/or requirements of Mortgagee as Mortgagee may elect to impose including disbursement through a title insurance company lender's construction escrow, all at Mortgagor's cost and expense. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall be subject to a prepayment penalty, if any, and shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Mortgaged Premises is sold pursuant to paragraph 14 hereof or if Mortgagee acquires title to the Mortgaged Premises, Mortgagee shall have all of the rights, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Premises prior to such sale or acquisition.

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

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

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

8. Books and Records. Mortgagor shall keep and maintain at all times at Mortgagor's address stated below, or such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Mortgaged Premises and the financial condition of the Mortgagor. Such books and records shall be subject to examination and inspection at any reasonable time by Mortgagee. Mortgagor shall, within ninety (90) days after the end of each fiscal year of Mortgagor, furnish to Mortgagee the following: (i) financial information relating to the Mortgagor, including U.S. income tax returns, and (ii) financial and operating statements of the Mortgaged Premises for such fiscal year, in reasonable detail, including quarterly operating statements relative to the business operations of Mortgagor's beneficiary, including a quarterly rent roll for the Mortgaged Premises, and in any event including such itemized statements of receipts and disbursements as shall enable Mortgagee to determine whether a breach described in paragraph 15 or other default hereunder ("Event of Default") then exists. Mortgagor shall additionally furnish such other financial information or operating statements as may be required under the Construction Loan and

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Security Agreement and other Loan Documents. Such financial and operating statements shall be prepared and certified at Mortgagor's expense in a manner acceptable to Mortgagee, and shall include a statement as to whether or not an Event of Default exists hereunder. For purposes of this Paragraph the term "Mortgagor" also means any beneficiary of Mortgagor and any guarantors of the Note.

9. Condemnation. Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, of part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name any action or proceeding relating to any condemnation or other taking of the Mortgaged Premises, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

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

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

11. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Mortgagee of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Mortgagee's right to either require

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prompt when due of all other sums so secured. Mortgagee's receipt of any awards, proceeds or damages under paragraphs 4 and 9 hereof shall not operate to cure or waive Mortgagor's default in payment of sums secured by this Mortgage.

12. Real Estate Tax Escrow. In order to assure timely payment of real estate taxes, Mortgagee requires establishment of an escrow with Mortgagee for purposes of paying real estate taxes on the Mortgaged Premises. Mortgagor shall deposit with Mortgagee, as escrowee, such funds as are necessary, in Mortgagee's judgment, to meet the current real estate tax obligations related to the Mortgaged Premises plus a reserve of at least one-sixth (1/6) of the estimated annual real estate taxes and Mortgagor shall pay monthly to Mortgagee, in addition to other sums required under the Note, a sum equal to one-twelfth (1/12) of such annual real estate taxes, as estimated by Mortgagee. The sums paid under this paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of the expenses for which sums respectively were deposited, as and when said expenses shall become due and before the same shall become delinquent, upon the request of Mortgagor for such payment and the presentation by Mortgagor to Mortgagee of a bill covering such expense. Further, Mortgagor shall promptly deposit with Mortgagee any additional funds required to pay such real estate taxes in the event the balance of funds on deposit in such escrow (including allocation for a reserve) is insufficient to pay any tax bill or when due. Mortgagor shall promptly furnish Mortgagee with copies of all tax bills and assessment notices received by Mortgagor from time to time. The provisions of this paragraph shall also apply to Mortgagor's beneficiary.

The foregoing notwithstanding in the event Mortgagee has elected, in writing, to initially suspend the requirement of such real estate tax escrow it is understood and agreed that any such initial suspension is subject to Mortgagee's right to elect to reinstate such real estate tax escrow requirements upon the occurrence of either: (i) any Event of Default even if cured or (ii) failure by Mortgagor or its beneficiary to furnish Mortgagee with satisfactory evidence of timely payment of real estate taxes within ten (10) days after each due date for such tax payments.

13. Restriction on Transfer. It shall be, without further notice, an immediate breach of and Event of Default under this Mortgage if, without the prior written consent of the Mortgagee, any of the following shall occur: if the Mortgagor shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lease (other than in the ordinary course of business pursuant to fair market lease terms subject to Mortgagee's consent which shall not be unreasonably withheld or delayed provided such lease complies with Mortgagee's leasing guidelines) lien, pledge, mortgage, security interest or other encumbrance or alienation of (i) the Mortgaged Premises or any part thereof, of interest therein (ii) all or a portion of the beneficial interest of Mortgagor or change in the power of direction, (iii) all or a portion of the stock of any corporate Mortgagor or any corporate beneficiary of a land trust-Mortgagor that results or could result in a material change in the identity of the person or entity in control of the corporation; or (iv) any general partner's interest in any partnership Mortgagor or any partnership-beneficiary of a land trust-Mortgagor; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this paragraph 13 shall not apply: (i) to the lien of current taxes and assessments not in default; (ii) to the lien of this Mortgage; or (iii) the lien(s) of the "Prior Mortgage(s)" (hereinabove identified). The provisions of this Paragraph 13 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Mortgaged Premises. Anything to the contrary set forth in this Mortgage or the other Loan Documents notwithstanding, Mortgagee shall not

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be required to give any notice of default or opportunity to cure with respect to a breach or default of the foregoing restrictions on transfer.

14. Assignment of Rents and Leases; Appointment of Receiver; Mortgagee in Possession. As part of the consideration for the indebtedness evidenced by the Note, Mortgagor and Beneficiary each hereby absolutely and unconditionally assigns and transfers to Mortgagee all the rents, revenues, proceeds and deposits (collectively, the "rents") of the Mortgaged Premises, including those now due, past due, or to become due by virtue of any lease or other agreement of the sale, occupancy or use of all or any part of the Mortgaged Premises, regardless of to whom the rents, revenues, proceeds and deposits of the Mortgaged Premises are payable. This Assignment also includes assignment for collateral purposes of all right, title and interest of Mortgagor or its Beneficiary in and to any other occupancy agreements, leases, licenses, easements, sales contracts, or other agreements resulting in revenue or income from the Mortgaged Premises. Mortgagor and Beneficiary each hereby authorize Mortgagee or Mortgagee's agents to collect the aforesaid rents, revenues, proceeds and deposits and hereby directs each tenant, occupant, or purchaser, as the case may be, of the Mortgaged Premises to pay such rents and proceeds to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor or Beneficiary of the Event of Default by Mortgagor or Beneficiary relative to any covenant or agreement of Mortgagor in this Mortgage or the other Loan Documents, Mortgagor or Beneficiary shall be permitted to collect and receive all rents, revenues, proceeds and deposits of the Mortgaged Premises as trustee for the benefit of Mortgagee and Mortgagor or Beneficiary, to apply the rents, revenues, proceeds and deposits so collected to the sums secured by this Mortgage in the order provided in paragraph 2 hereof with the balance, so long as no Event of Default has occurred, to the account of Mortgagor, it being intended by Mortgagor, Beneficiary and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor or Beneficiary of an Event of Default by Mortgagor or Beneficiary of any covenant or agreement of Mortgagor or Beneficiary contained in this Mortgage or the other Loan Documents, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Mortgaged Premises in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents, revenues, proceeds and deposits of the Mortgaged Premises as specified in this paragraph 14 as the same become due and payable, including but not limited to rents, revenues, proceeds and deposits then due and unpaid, and all such rents, revenues, proceeds and deposits shall immediately upon delivery of such notice be held by Mortgagor or Beneficiary as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor or Beneficiary shall contain a statement that Mortgagee exercises its rights to such rents, revenues, proceeds and deposits. Mortgagor and Beneficiary each agree that commencing upon delivery of such written notice of any such breach or Event of Default each tenant, occupant or purchaser, as the case may be, of the Mortgaged Premises shall make such rents payable to and pay such rents, revenues, proceeds and deposits to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant, occupant or purchaser therefor, as the case may be, delivered to each tenant, occupant or purchaser, as the case may be, by mail or by delivery such demand to each unit, without any liability on the part of said tenant, occupant or purchaser to inquire further as to the existence of a default by Mortgagor or Beneficiary.

Mortgagor and Beneficiary each hereby represent and warrant that neither has not executed any prior assignment of said rents or leases, that neither has performed, nor will perform, any acts or has not executed, and will not execute, any instrument which would prevent Mortgagee from exercising its rights under this paragraph 14, and that at the time of execution of this Mortgage, there has been no anticipation or prepayment of any of the rents, revenues, proceeds or deposits of the Mortgaged Premises. Mortgagor

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and Beneficiary each covenants that neither of them will hereafter collect or accept payment of any rents of the Mortgaged Premises more than two months prior to the due dates of such rents. Mortgagor and Beneficiary further covenant that each will execute and deliver to Mortgagee such further assignments of rents, revenues, proceeds or deposits of the Mortgaged Premises as Mortgagee may from time to time request.

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

All rents, revenues, proceeds and deposits collected subsequent to delivery of written notice by Mortgagee to Mortgagor or Beneficiary of an Event of Default under this Mortgage or the other Loan Documents, aforesaid, shall be applied first to the costs, if any, of taking control of and managing the Mortgaged Premises and collecting the rents, revenues, proceeds and deposits, including, but not limited to, attorney's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Premises, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Premises, and the costs of discharging any obligations or liability of Mortgagor or Beneficiary as lessor, landlord, operator or licensor of the Mortgaged Premises and then to the sum secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Premises and shall be liable to account only for those rents, revenues, proceeds or deposits actually received by Mortgagee. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, Beneficiary or anyone having an interest in the Mortgaged Premises by reason of anything done or left undone by Mortgagee under this paragraph.

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

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

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

(a) Failure by Borrower or Mortgagor, as the case may be, to pay when due any payment under the Note, this Mortgage or any other Loan Document; or

(b) Failure by Borrower or Mortgagor, as the case may be, to duly observe or perform any other terms, covenant, condition or agreement of the Note, this Mortgage or any other Loan Document and such failure continues for more than fifteen (15) days after Mortgagee has given Mortgagor written notice thereof; or

(c) The occurrence of any other Event of Default under any other Loan Document and expiration of any applicable period of cure (including but not limited to the occurrence of any so-called "cross-default" meaning occurrence of an Event of Default under any other commercial loan now existing or hereafter arising in favor of Mortgagor under which Mortgagor, Beneficiary or any Guarantor is an obligor or guarantor or which is secured in whole or in part by the Mortgaged Premises, including but not limited to any loan secured by any of the Prior Mortgages); or

(d) The filing by Borrower or Mortgagor or the beneficial interest owner of Mortgagor ("beneficiary") or any guarantor or other Loan obligor of a voluntary petition in bankruptcy or Mortgagor's or beneficiary's adjudication as the bankrupt or insolvent, or the filing by Mortgagor or beneficiary or guarantor/obligor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Mortgagor's or Borrower's or beneficiary's or guarantor's/obligor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Premises or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing or its inability to pay its debts generally as they become due; or

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

16. Acceleration; Remedies. In case of an Event of Default or violation of Paragraph 13 hereof (Restrictions on Transfer), Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice, presentment or demand and all sums secured by this Mortgage shall bear interest thereafter at the Default Rate defined in the Note and Mortgagee may foreclose this Mortgage by judicial proceeding. Mortgagee may exercise this option to accelerate during any default by the Mortgagor regardless of any prior forbearance. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuant such remedies, including, but not limited

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to, attorney's fees, costs of documentary evidence, abstracts and title reports, and other costs of suit and Mortgagee at its option may foreclose this Mortgage by judicial proceeding and/or may invoke any other remedies provided by equity, applicable law or provided herein.

17. Notice. Except for any notice required under applicable law to be given in any other manner, (a) any notice to Mortgagor provided for in this Mortgage or in the Note shall be given by personal service upon Mortgagor or by mailing of such notice by certified mail addressed to Mortgagor at:

Pioneer Bank and Trust Company, Trust No. 25861  
Attn: Land Trust Department  
4000 West North Avenue  
Chicago, Illinois 60639-5295

or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at:

Pioneer Bank & Trust Company  
Attn: Commercial Real Estate Loan Department  
4000 West North Avenue  
Chicago, Illinois 60639-5295

or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage or in the Note shall be deemed to have been given when personally served as hereinabove provided or, if mailed, on the second (2nd) business day following deposit of such notice in the United States Mail.

18. Successors and Assigns Bound; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 13 hereof. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents, attorneys or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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

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shall be applicable) or, at Mortgagee's option, shall be refunded to the Mortgagor. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall at Mortgagee's option be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

20. Waiver. Notwithstanding the existence of any other security interests in the Mortgaged Premises held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Premises shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor and any party who now or hereafter acquires a security interest in the Mortgaged Premises and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein. Mortgagor and Beneficiary also waive any right of set-off and/or recoupment Mortgagor may have against Mortgagee. **MORTGAGOR AND BENEFICIARY(IES) EACH FURTHER WAIVE ANY RIGHT MORTGAGOR AND/OR BENEFICIARY(IES) MAY HAVE TO DEMAND A JURY TRIAL IN RELATION TO ANY ACTION BROUGHT BY MORTGAGEE TO EXERCISE ITS REMEDIES, UNDER THIS MORTGAGE, THE NOTE OR THE OTHER LOAN DOCUMENTS.** To the extent permitted by law, Mortgagor and Beneficiary each waive any right of reinstatement and further waive the benefits of all present and future valuation, appraisal, stay, redemption and moratorium laws under any state or federal law. **FURTHER MORTGAGOR ON ITS OWN BEHALF AND ON THE BEHALF OF ITS BENEFICIARY(IES), HEREBY EXPRESSLY WAIVES ALL RIGHTS OF REDEMPTION PURSUANT TO THIS MORTGAGE**

21. Indemnification. (A) Mortgagor agrees to indemnify and hold Mortgagee harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of Mortgagor, or any of its officers, directors, agents, subagents, or employees, in connection with this Mortgage or as a result of: (i) ownership of the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways; (ii) any use, non-use or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways; (iii) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage; or (iv) the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof. Any amounts payable to the Mortgagee under this Paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the Default Rate defined in the Note. The obligations of the Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

(B) Mortgagor further indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage,

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spillage, discharge, emission, discharging or release from the Mortgaged Premises or any other property legally or beneficially owned (or in which any interest or estate is owned) by the Mortgagor of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material), or (ii) the presence of any asbestos on or in the Mortgaged Premises (including, without limitation, the cost of removal) regardless of whether or not caused by, or within the control of Mortgagor. For purposes herein, the term "Hazardous Material" means and includes asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(C) For purposes of the foregoing Paragraph 21, the term Mortgagor shall include any beneficiary or beneficiaries of the Mortgagor.

22. Business Loan. The Mortgagor represents and warrants that the loan evidenced by the Note secured hereby is a business loan within the purview of Section 205/4(1)(c) of Chapter 815 of the Illinois Compiled Statutes and is likewise an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Section 1601 et seq.

23. Security Agreement and Financing Statement.

(A) Mortgagor, Beneficiary and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement and a Financing Statement within the meaning of the Uniform Commercial Code (the "Code") of the State of Illinois with respect to all sums or deposit with or held by the Mortgagee, as escrowee or otherwise, pursuant to the terms of this Mortgage or the other Loan Documents ("Deposits") and with respect to any item specified above as part of the Mortgaged Premises (including but not limited to building materials and supplies wheresoever situated) which, under applicable law could be personally or otherwise subject to a security interest under the Code, which property may not be deemed to form a part of the Mortgaged Premises upon which this Mortgage is a lien or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to for purposes of this Security Agreement as the "Collateral"); and (ii) that a security interest in and to the Collateral and Deposits is hereby granted to the Mortgagee; and (iii) that the Deposits and all of Mortgagor's or Beneficiary's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of each Note and other indebtedness secured hereby and to secure performance by the Mortgagor and Beneficiary of the terms, covenants and provisions hereof and of the other Loan Documents.

(B) In the Event of Default under this Mortgage or any other Loan Document, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the Mortgaged Premises and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the Mortgaged

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Premises, ten (10) days' notice of the sale of the Collateral shall be commercially reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. If the Collateral is sold in connection with a sale of all or part of the Mortgaged Premises, Mortgagee shall notify the Mortgagee prior to such sale and shall procure Mortgagee's consent to said sale before Mortgagee shall be required to release or terminate its security interests as to the Collateral pertaining to said sold portion.

(C) The Mortgagor and Beneficiary each agree that, without the written consent of the Mortgagee, neither the Mortgagor nor the Beneficiary will remove or permit to be removed from the Mortgaged Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor and/or Beneficiary shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Mortgaged Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor and Beneficiary shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee at the cost of the Mortgagor and/or Beneficiary: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interest created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. The Mortgagor and Beneficiary each covenant and represent that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

(D) The Mortgagor, Beneficiary and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the term "fixtures" herein are or are to become fixtures on the Mortgaged Premises; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall also constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Code; and (iii) Mortgagor is the record owner of the Mortgaged Premises.

24. Defeasance/Release. Provided the Note, this Mortgage and any other Loan Documents are free from any Event of Default or any existing condition which with the giving of notice by Mortgagee and passage of time will become an Event of Default, Mortgagee agrees to release the lien of this Mortgage upon payment in full of all indebtedness evidenced by or existing under the Note, and other Loan Documents together with any applicable release fees.

25. Junior Mortgage. Any right, lien or security interest granted to or conferred upon Mortgagee by this Mortgage with respect to the Mortgaged Premises shall be subject to and subordinate to the rights, liens and security interests represented by the Prior Mortgage(s) (hereinafter identified), provided, however, that in the event Mortgagee is the holder of both this Mortgage and the Prior Mortgage(s) at the time of any enforcement of either such instrument, Mortgagee may elect to enforce such rights, liens and security interests under either or both such instruments separately or in unison and in concert.

26. Construction Mortgage. Mortgagor and Beneficiary each acknowledge and agree that the

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proceeds of the Loan evidenced by the Note are intended to finance construction and installation of certain improvements on the Mortgaged Premises, and accordingly, this Mortgage is a construction mortgage as said term is defined in Section 9-313 of the Uniform Commercial Code. Mortgage and Beneficiary each further covenant, represent and warrant for themselves and their beneficiary(ies) as follows: (i) the improvements to be constructed on the Mortgaged Premises shall be completed in accordance with the terms and conditions of a certain Construction Loan and Security Agreement bearing even date herewith by and between Mortgagor, Beneficiary and Mortgagee; (ii) upon the occurrence of a default or Event of Default, by Mortgagor or Beneficiary hereunder or under the Construction Loan and Security Agreement or other Loan Documents, and after notice and any cure period, if any, Mortgagee may: (a) declare the entire principal balance and accrued interest immediately due and payable; (b) complete the construction of the improvements and enter into any contract necessary to complete said construction, with all sums so expended shall bear interest at the Default Rate stated in the Note(s) secured hereby; (c) exercise any remedies set forth herein or in the other Loan Documents; (iii) any and all advances made and indebtedness arising and accruing under the aforementioned Note or under the Construction Loan and Security Agreement, whether or not the total amount exceeds the face amount of the aforementioned Note, shall be secured by this Mortgage.

27. Land Trustee Exemption. This Mortgage is executed by Pioneer Bank and Trust Company, 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 assumed by the guarantors hereof or co-makers of the Note. 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 Mortgaged Premises, or the proceeds arising from such Mortgaged Premises sale or other disposition. In the Event of Default, the sole 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 Indebtedness, action to enforce the personal liability of the guarantors and/or the beneficiary(ies) of Mortgagor, or any other remedies as the holder in its sole discretion may elect.

IN WITNESS WHEREOF, Mortgagor and Beneficiary(ies) have each executed this Mortgage or have caused the same to be executed by their representatives thereunto duly authorized on the date first written above.

**MORTGAGOR:**  
**PIONEER BANK AND TRUST COMPANY,**  
not personally but as Trustee under  
Trust Agreement dated May 6, 1994  
and known as Trust No. 25861

By: [Signature]  
Its: DANIEL N. WLODEK - Trust Officer

Attest: [Signature]  
Its: PHYLLIS J. ROBINSON - Asst. Secretary  
pioneer/velblum3.mtg\083096

**BENEFICIARY(IES):**

[Signature]  
ALEXANDER VELBLUM, personally



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that DANIEL N. WLODEK personally known to me to be the Tr. Ofc of PIONEER BANK AND TRUST COMPANY, not personally but as Trustee under Trust No. 25861, and PHYLLIS ROBINSON personally known to me to be the Asst. Sec'y. of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Tr. Ofc and Asst. Sec'y. of said Corporation, and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes set forth. GIVEN under my hand and official seal this 4th day of September 1996.

*Rosa Ibette Cortes*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

OFFICIAL SEAL  
ROSA IBETTE CORTES  
Notary Public, State of Illinois  
My Commission Expires 3-14-98

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY that ALEXANDER VELBLUM, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this 4 day of Sept 1996.

*Mary Ellen Richter*  
Notary Public

OFFICIAL SEAL  
Mary Ellen Richter  
Notary Public, State of Illinois  
My Commission Expires 5/19/99

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## EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1: LOT 50 IN ECHOL'S AND DICKSON'S SUBDIVISION OF BLOCK 12 IN CANAL TRUSTEE'S SUBDIVISION IN THE THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(COMMON ADDRESS: 1261 N. BOSWORTH, CHICAGO, ILLINOIS)

PARCEL 2: LOT 14 IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 11 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

(COMMON ADDRESS: 1301 N. BOSWORTH, CHICAGO, ILLINOIS)

PARCEL 3: THE EAST 18 FEET OF LOT 15 AND THE WEST 12 FEET OF LOT 14 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 2 SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(COMMON ADDRESS: 2133 W. DIVISION STREET, CHICAGO, ILLINOIS)

PERMANENT INDEX NUMBER:

17-05-116-026;  
17-05-116-025;  
~~17-06-392-009~~

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