

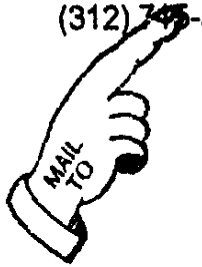
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This document prepared by and after recording mail to:

96189224

Francis L. Keldermans
McBride Baker & Coles
500 West Madison Street, 40th Floor
Chicago, Illinois 60661-2511
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COOK COUNTY RECORDER



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MORTGAGE AND ASSIGNMENT OF LEASE AND RENTS

THIS MORTGAGE AND ASSIGNMENT OF LEASE AND RENTS ("Mortgage"), made this 5th day of October, 1995 by Devon-Hanover Park Real Estate Corporation, an Illinois corporation ("Mortgagor") to Aurora National Bank, a national banking corporation located at 2 South Broadway, Aurora, Illinois 60507-1326 ("Mortgagee").

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real property described in Exhibit A attached hereto and by this reference made a part hereof, which real property forms a portion of the Premises hereinafter described; and

WHEREAS, Mortgagor desires to hypothecate its interest in the Premises and to mortgage, grant and convey its fee simple title the Premises as additional collateral for a promissory note made by American-Asia, Inc., an Illinois corporation (the "Borrower"), in the principal amount of \$375,000 (hereinafter referred to as the "Promissory Note" or "Loan") and Mortgagee is willing to make the Loan to the Borrower provided that, among other things, Mortgagor will grant a mortgage to Mortgagee as additional security for: (a) such Loan, (b) Borrower's other performance obligations under the terms of the business loan agreement (the "Loan Agreement") of even date herewith by and between Borrower and Mortgagee, and (c) Borrower's and Mortgagor's other performance obligations to Mortgagee under any other present or future agreement between Mortgagee and Mortgagor, including, but not limited to, that certain hypothecation agreement (the "Hypothecation Agreement") of even date herewith made by Mortgagor in favor of Mortgagee (collectively, the "Obligations"). This Mortgage, the Promissory Note, the Hypothecation Agreement, the Loan Agreement and any and all other documents, including, but not limited to any guaranty of the Loan, executed by the Borrower, the Mortgagor, any guarantor, or others which evidence, relate to, secure, collateralize

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hypothecate collateral, or otherwise pertain to the Promissory Note (the "Note") or the Loan are collectively referred to hereinafter as the "Loan Documents").

NOW THEREFORE, to secure the Obligations, including but not limited to, payment of the principal and interest on the indebtedness evidenced by the Note according to its tenor and effect, and any renewals or extensions thereof, to secure the payment of all other sums which may at any time be due and owing or required to be paid as herein provided, to secure the payment of any other present or future Mortgagor indebtedness owing to Mortgagee (the "Indebtedness Hereby Secured"), and the performance and observance of all of the covenants, agreements and provisions herein, in the Note, in the Loan Documents and in any other agreement by between or among, as the case maybe, Borrower and/or Mortgagor and Mortgagee, and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged by Mortgagor, Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, HYPOTHECATE, WARRANT AND CONVEY unto Mortgagee, its successors and assigns forever, the real property described in Exhibit A attached hereto and by this reference made a part hereof (which together with the property mentioned in the next succeeding paragraphs is hereinafter referred to as the "Premises");

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues and alleys adjoining the aforesaid real property;

TOGETHER, with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any other claim at law or in equity as well as any after-acquired title, franchise or license and reversions and remainder and remainders hereof,

TOGETHER, with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, furnishings and equipment now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with aforesaid real property and all renewals, replacements and substitutions thereof or substitutions therefore, whether or not attached to said building(s), it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the aforesaid realty shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured;

TOGETHER, with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenances thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

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TOGETHER, with all of Mortgagor's right, title and interest in and to any leases and any rents. Mortgagor hereby appoints Mortgagee its true and lawful attorney-in-fact, with the right, at Mortgagee's option at any time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in Mortgagor's or Mortgagee's name, for all rents.

Notwithstanding the foregoing assignment of leases and rents, so long as no default has occurred which remains uncured, Mortgagor shall have a license (such license to be deemed revoked upon the occurrence of a default) to collect, retain and enjoy all rents, provided that the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of the Mortgagee hereunder. This Assignment shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession nor obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation, duty or liability. Exercise of any rights under this section and the application of the rents to the Obligations shall not cure or waive any even of default.

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns, forever; Mortgagor hereby **RELEASING AND WAIVING** all rights under and all virtue of the homestead exemption laws of the State of Illinois.

PROVIDED NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness Hereby Secured and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect, or otherwise to remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall cause Borrower to pay when due: (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note, and (b) all other Indebtedness Hereby Secured; and Mortgagor shall duly and punctually perform the Obligations and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagor's part to be performed and observed as provided herein and in the Note; and this Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall (a) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Premises and the use thereof, (c) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises, and (d) cause the Premises to be managed in a competent and professional manner.

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3. Other Liens. Except as otherwise expressly provided herein, Mortgagor shall not create or suffer to exist any mortgage, lien, charge or encumbrance to attach to the Premises, whether inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Taxes. Mortgagor shall pay, before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (collectively, the "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the indebtedness Hereby Secured, or any Obligation or agreement secured hereby; and Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts therefore.

5. Insurance. Mortgagor will keep insured all of the buildings and improvements now or hereafter included within the Premises, and each and every part and parcel thereof against such risks as Mortgagee may require.

All policies of insurance shall be with companies, and in form and amounts satisfactory to Mortgagee. All policies of casualty insurance shall have attached thereto Mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee and shall provide that such insurance may not be canceled or altered as to Mortgagee without at least 10 days prior written notice to Mortgagee.

6. Tax and Insurance Escrows. Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the Premises, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "Escrow Items". Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future Escrow Items.

The Funds shall be held in an institution the deposits or account of which are insured or guaranteed by a federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay the Escrow Items. Mortgagee may not charge for holding and applying the Funds, analyzing the account or verifying the Escrow Items, unless Mortgagee pays Mortgagor interest on the Funds and applicable law permits Mortgagee to make such a charge. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. The Funds shall constitute a part of the Premises and are pledged as additional security for Obligations secured by this Mortgage.

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If the amount of the Funds held by Mortgagee, together with the future monthly payments of Funds payable prior to the due date of the Escrow Items, shall in Mortgagee's estimation exceed the amount required to pay the Escrow Items when due, the excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly payments of Funds. If the amount of the Funds held by Mortgagee is not sufficient to pay the Escrow Items when due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency in one or more payments as required by Mortgagee.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If the Premises is sold or acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Premise or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against sums secured by this Mortgage.

7. Proceeds of Insurance. Mortgagor shall give Mortgagee prompt notice of any damage to or destruction of the Premises, and Mortgagee may apply the proceeds of insurance consequent upon the insured casualty upon the Indebtedness Hereby Secured in such order or manner as Mortgagee may elect.

8. Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the cover of eminent domain or by condemnation including any payment made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

9. Stamp Tax. If, by the laws of the United States of America, or of any state or subdivision thereof, any tax is used or becomes due on respect of the issuance of the Note or this Mortgage, or any related document, Mortgagor shall pay such tax in the manner required by law.

10. Modification of Agreement. Notwithstanding any language to the contrary herein, if the time for payment of the Indebtedness Hereby Secured, the terms of the Note or any term of any agreement between Mortgagor and Mortgagee the performance of which is secured by this Mortgage, be extended or modified in any manner, or if any part of the security therefore be released, all persons now or at any time hereafter liable therefore, or interested in the Premises, shall be held to assent to such extension, modification or release, and their ability, and the lien and all such provisions hereof, shall continue in full force and effect, without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

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11. Performance of Mortgagor's Obligations. In case of default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefore) in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment, or operate and manage the Premises. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, shall be added to the Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate, as defined in the Note.

12. Inspection. Mortgagee shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

13. Financial Statements. If required by Mortgagee, Mortgagor will furnish to Mortgagee financial and operating statements of the Premises for such periods, in such form and at such times as required by Mortgagee, all at Mortgagor's expense.

14. Uniform Commercial Code. By execution of this Mortgage, Mortgagor (and for the purpose of this paragraph 14 only, the term Mortgagor shall mean and include not only Mortgagor but any and all beneficiaries, of a trustee mortgagor, holding title to any of the Collateral defined below, and any and all such beneficiaries acknowledge the trustee mortgagor's authority to convey the security interest in their personal property, if any, by directing the trustee to execute this Mortgage) grants Mortgagee a security interest, under the Illinois Uniform Commercial Code (the "Code"), with respect to any of the following property: All fixtures, equipment and any other personal property located on the Premises, related to the Premises or used in connection with the maintenance and operation of the Premises and all of Mortgagor's accounts with Mortgagee and all the products and proceeds of the aforesaid (all for the purposes of this Paragraph 14 hereinafter referred to as "Collateral"). All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises. In addition thereto:

- a. Mortgagor represents that it (being the debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than this Mortgage or in favor of Mortgagee.

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- b. The Collateral will be kept at the real property comprised within the Premises, and will not be removed therefrom without the prior written consent of Mortgagee (being the Secured Party as that term is used in the Code) and the Collateral may be affixed to such real property but will not be affixed to any other real property.
- c. Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request to establish and maintain a first-priority perfected security interest in the Collateral as security for the Indebtedness Hereby Secured; subject to no prior liens or encumbrances and Mortgagor will pay the cost of filing the same or recording such financing statements or other documents and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable.
- d. Upon an Event of Default hereunder and at any time thereafter, Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Paragraph 15 hereof, and thereupon Mortgagee shall have the remedies of the secured party under the Code. Any foreclosure sale may be held as part of and in conjunction with any foreclosure sale of the real property comprised within the Premises, the Collateral and real property to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling the like and the attorney's fees and legal expenses incurred by Mortgagee shall be applied against the Indebtedness Hereby Secured. Mortgagee will account to Mortgagor for any surplus realized on such disposition.
- e. The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.
- f. This Mortgage is intended to be a financing statement within the purview of Section 9402(6) of the Code with respect to the Collateral and the goods described at the beginning of the Mortgage, which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth herein. The Mortgage is to be filed for record with the Registrar of Deeds of the County for Counties where the Premises are located. Mortgagor is the record owner of the Premises.

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15. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- a. Default be made and is not cured within five (5) days, in any payment under the Note or any installment thereof, either principal or interest, as and when the same is due and payable; or
- b. If, without the prior written consent of Mortgagee, Mortgagor or any beneficiary of the Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, transfer, or alienation of the Premises or any part thereof or interest therein (including without limitation any beneficial interest in a Mortgagor trust), excluding any leases entered into during the ordinary course of business in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; or
- c. If (and for the purpose of this subsection (c) of this Paragraph 15 only, the term Mortgagor shall mean and include not only Mortgagor but any beneficiary of a trustee mortgagor),
 - (i) Mortgagor shall file a petition for voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or
 - (ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts, or
 - (iii) Within thirty (30) days after filing against Mortgagor of any involuntary proceeding under the federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed, or
 - (iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor for all or a material part of Mortgagor's property or the Premises, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharge or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or
 - (v) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all a material part of its property, or the Premises, or

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- d. If default shall continue for five (5) days after notice thereof by Mortgagee to Mortgagor (Mortgagor shall include any beneficiary of a trustee mortgagor) in the due and punctual performance or observance of any of the Obligations, any other agreement contained herein or in the Note or in the Loan Documents or in any other agreement between Mortgagee and Mortgagor:

then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, the Loan Documents or by law or in equity conferred.

16. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to enter into and upon the Premises and take possession hereof or to appoint an agent or trustee for the collection of rents, issues and profits of the Premises. The net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of the Indebtedness Hereby Secured as Mortgagee may elect; the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

17. Foreclosure. When the Indebtedness Hereby Secured, or any part, thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof in any suit to foreclose the lien, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate in the Note per annum until paid.

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18. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

19. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraphs 16 and 17 hereof, Second, all other items which, under the terms hereof, constitute indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any remaining amounts to Mortgagor and its successors or assigns, as their rights may appear.

20. Hazardous Waste. Mortgagor agrees not to cause or permit any toxic or hazardous substance or waste or underground storage tanks or any other pollutants which could be detrimental to the Premises, human health, or the environment or that would violate any local, state, or federal laws or regulations (collectively "Environmental Conditions") to be present on or effect the Premises. If Mortgagee determines that Environmental Conditions either do or may exist at the Premises, or if Mortgagor causes or permits Environmental Conditions to be present on or effect the Premises, Mortgagor agrees to indemnify, defend and save Mortgagee, its successors and assigns harmless from and against the following: (a) any liability, loss, cost, damage, or expense including without limitation attorneys' fees and expenses, arising from the imposition or recording of the lien, the occurrence of any clean up and removal costs under any hazardous waste, environmental protection, spill compensation, clean air and water, or other local, state, or federal law (collectively "Environmental Laws") with respect to the Premises, or to any other real or personal property owned by Mortgagor in the State of Illinois or liability to any third party in connection with any violation of the Environmental Laws or other action by Mortgagor or its agents, and (b) any loss of value in the Premises as a result of any such lien, such clean up and removal costs, or such other liability incurred pursuant to (a) above, and (c) any liability, loss, cost, damage or expense arising from any failure or defect in title occasioned by any of the applicable Environmental Laws.

21. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, shall be used to pay the

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amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that Mortgagee's clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all such insurance policies to the purchaser at the sale, or to take such larger steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

22. Waiver. Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now 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 Premises, 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. Mortgagor hereby expressly waives any and all rights of redemption under any order or decree of foreclosure of the Mortgage, on its own behalf and on behalf of each and any person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by 735 ILCS 5/15-1601, and any statute enacted in replacement or substitution thereof.

23. Further Assurances. Mortgagor will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

24. Assignment by Mortgagee. Notwithstanding any provision herein which is or may appear to be to the contrary, the Mortgagee may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement or grant participation herein or in any of its rights hereunder, or under any of the Loan Documents including, without limitation, the Note and the Mortgage, and in case of such assignment, Mortgagor will accord full recognition thereto and agrees that upon the occurrence of an Event of Default hereunder all rights and remedies of the Mortgagee in connection with the interest so assigned shall be enforceable against Mortgagor by such assignee with the same force and effect and to the same extent as the same would have been enforceable by the Mortgagee but for such assignment. Mortgagor further agrees that copies of

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this Mortgage and all documents delivered in connection with the Loan or otherwise required to be delivered pursuant to this Mortgage may be furnished to such assignee by the Mortgagee and will be furnished to such assignee directly by the Mortgagor if such assignee so requests.

25. Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change in ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 15 hereof.

26. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or limited, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

27. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

28. Time of the Essence. Time is of the essence for the Note, this Mortgage, the Loan Documents and any other document evidencing or securing the Indebtedness Hereby Secured.

29. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing designate for itself. Notwithstanding the aforesaid, if the address provided below is a post office box, mailing notice by regular mail shall be sufficient.

(a) If the Mortgagee: Aurora National Bank
2 South Broadway
Aurora, IL 60507

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(b) If the Mortgagor: Devon-Hanover Real Estate Corporation
c/o Dr. Henry K. Chen
85 W. Irving Park Road
Streamwood, IL 60107

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

30. **Jury Trial Waiver.** Mortgagor hereby makes a knowing waiver of any rights it may have to a jury trial for any suits or causes of action arising from this Mortgage in any court, whether state, municipal, or federal.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

MORTGAGOR:

DEVON-HANOVER REAL ESTATE CORPORATION

By: Henry Chen
Dr. Henry Chen, President

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STATE OF ILLINOIS)
)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dr. Henry Chen President of Devon-Hanover Park Real Estate Corporation and known to me to be the same persons whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of October, 1995.

(NOTARY SEAL)

Barbara Laurinaitis
Notary Public

NOTARIAL SEAL
BARBARA LAURINAITIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/13/97

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EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 2 ACRES OF THE WEST 4 ACRES (THE EAST LINE OF WHICH IS PARALLEL TO THE WEST LINE THEREOF) OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER WITH THE DIVISION LINE OF SAID SOUTHWEST QUARTER AS MARKED BY OLD FENCE LINE; THENCE NORTH ALONG THE DIVISION LINE AS MARKED BY THE OLD FENCE LINE 396.4 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE ST. PAUL & PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID RIGHT OF WAY 1285.02 FEET THENCE 155.15 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST QUARTER WHICH IS 1260.6 FEET EAST FROM THE PLACE OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1260.6 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS, ALL IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL, IN SAID COOK COUNTY AND STATE OF ILLINOIS

P.I.N. #06-36-310-030-0000

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