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THIS MORTGAGE is made and delivered this 28 day of August, 1997, by Liquorra Furniture, Inc., a Illinois corporation (hereinafter, together with its permitted successors and assigns, the "Borrower"), having its principal place of business at 4609 S. Ashland Avenue, Chicago, IL 60609, and The Chicago Trust Company (hereinafter, together with its permitted successors and assigns, the "Trustee"), a corporation of Illinois, not personally but as trustee under the provisions of Trust Agreement (the "Trust Agreement") dated May 29, 1997, and known on the Trustee's records as the Trustee's Trust No. 1104081, having its principal office at 171 N. Clark Street, Chicago, IL 60601 (Borrower and Trustee, together with their permitted successors and assigns are hereinafter individually and collectively, jointly and severally called the "Mortgagor"), to and in favor of Citibank, Federal Savings Bank, hereinafter, together with its successors and assigns, called the "Mortgagee"), having its principal office at One South Dearborn Street, Chicago, Illinois 60603.

RECITALS

A. The Mortgagor is justly indebted to the Mortgagee for the principal sum of Five Hundred Twenty Thousand and No/100 Dollars (\$ 520,000.00), which indebtedness is evidenced by a promissory note (which note, as it may from time to time be modified, amended or restated, and together with any notes issued in substitution, renewal or extension thereof, is herein referred to as the "Note") in said amount, dated the date hereof, payable to the order of Mortgagee, and delivered, due and payable in accordance with the terms thereof. The Note bears interest, including a default rate of interest (the "Default Rate"), as provided in the Note.

B. The Mortgagor has agreed to make and deliver this Mortgage for the purpose of securing the following (hereinafter referred to collectively as the "Liabilities"): the prompt, timely and full payment of the principal of, and interest on, the Note; the prompt, timely and full payment of all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to, the Note, this Mortgage or any other document or instrument including, without limitation, any Assignment of Leases and Rents executed in connection herewith (all of the foregoing being referred to collectively herein as the "Security Documents") at any time securing the Note; the full and timely performance of all of the covenants, obligations and agreements (and the truth of all representations and warranties) of either or both of Borrower or Trustee under any or all of the Note, this Mortgage or any Security Document; the prompt, timely and full payment of any and all advances or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (as hereinafter defined), perform any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby; the prompt, timely and full payment of interest on all of the foregoing; and the prompt, timely and full payment of all costs of enforcement and collection of this Mortgage, the other Security Documents and the Liabilities.

GRANT AND CONVEYANCE

NOW, THEREFORE, for the purpose of securing the prompt, timely and full payment of the principal of and interest on the Note and any and all of the other Liabilities and the full and timely performance of all of the other Liabilities, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, the Mortgagor hereby MORTGAGES, CONVEYS, GRANTS, BARGAINS, SELLS, TRANSFERS AND ASSIGNS (AND BORROWER ALSO WARRANTS) TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO THE MORTGAGEE A CONTINUING SECURITY INTEREST IN AND TO, the real estate legally described on Exhibit A which is attached hereto (hereinafter called the "Land"), together with all right, title and interest of the Mortgagor in and to the roads, streets, avenues and alleys adjoining the Land, and together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances belonging or in anywise appertaining to the Land, all buildings and improvements of every kind and description on or which may hereafter be placed on the Land, the rents, issues and profits thereof, and all apparatus and fixtures of every kind whatsoever, including, without limitation, all apparatus and fixtures for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration, all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment in, or that may be placed in, any building or improvement now or hereafter standing on the Land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (and all substitutions therefor or additions hereto) are necessary, and especially adapted and appropriate to the use of the Premises (as hereinafter defined) and constitute an integral part of the Land, and that all of the same are hereby conveyed, assigned and pledged and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. All of said items of property, together with the Land and the buildings and improvements thereon, are hereinafter sometimes referred to herein as the "Collateral" or the "Premises".

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of the Mortgagor by virtue of any statutes and laws of the state or other jurisdiction in which the Land is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with (and Borrower also warrants to) the Mortgagee and the purchaser at any foreclosure sale: that at the execution and delivery hereof, the Trustee is well seized of the Premises and of a good, indefeasible estate therein, in fee simple; that the Premises are free from all encumbrances whatsoever (and any claim of any other person thereto) other than the encumbrances set forth in Exhibit B attached hereto (herein called the "Permitted Exceptions"); that it has good and lawful right to sell, convey and mortgage the Premises; and that it and its successors and assigns will forever warrant and defend the Premises against all claims and demands whatsoever.

THE MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES WITH, (AND BORROWER ALSO WARRANTS TO) THE MORTGAGEE AS FOLLOWS:

1. To pay, timely and in the manner herein and in the Note required, the principal of and interest on the Note, and all the other Liabilities.

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2. To pay, at least five business days before delinquent, all taxes and assessments, general or special, and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed or charged on or against the Collateral, and to pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage, whether levied against the Mortgagee or the Mortgagee or otherwise, and to submit to the Mortgagee upon request all receipts showing payment of all of such taxes, assessments and charges. The Mortgagee's making payments required by the provisions of Section 3 of this Mortgage will not relieve the Mortgagee of, or diminish in any way, its obligations as set out in this Section 2.

3. In addition to the monthly installments of principal and interest payable to Mortgagee under the terms of the Note, the Mortgagee shall also pay to the Mortgagee, or to such agent as Mortgagee may designate from time to time, monthly on the first day of each month until all the Liabilities are paid in full, a sum equal to all taxes, assessments, water charges and all other impositions next due on the premises described herein (all as estimated by the Mortgagee) plus the premiums that will next become due and payable on policies of fire, casualty, public liability and other insurance covering the Premises or otherwise required to be maintained by the provisions of this Mortgage, less all sums theretofore paid theretofore divided by the number of months to elapse before one month prior to the date when such taxes, assessments, charges, impositions and premiums shall be due and payable.

4. All such payments described in this Section 3 shall be held by the Mortgagee or its designated agent shall have the right to apply such payments by Mortgagee to the payment of taxes, assessments, water charges, other public impositions, fire, rental value and other insurance premiums notwithstanding that at that time any such tax, assessment, charge, imposition or other amount is then being protested or contested by Mortgagee.

5. Any failure timely to pay, or deficiency in the amount of, any such monthly payment shall constitute Default hereunder. Any excess funds accumulated from payments made pursuant to this Section 3 after payment in full of the taxes, assessments, premiums and other items to which such payments relate shall be credited to the subsequent monthly payments of the same nature required hereunder but if any such item shall exceed the initial estimate theretofore, Mortgagee shall, without demand, forthwith make good the deficiency. If the Premises are sold under foreclosure or are otherwise acquired by the Mortgagee after Default, any remaining balance of the accumulations under this Section 3 shall be credited to the Liabilities as of the date of the commencement of foreclosure proceedings or as of the date the title to the said property described herein shall be otherwise acquired.

6. The Mortgagee will not abandon the Premises, nor do or suffer anything to be done which would depreciate or impair the value of the Premises or the security of this Mortgage; nor remove or demolish any of the improvements to the Premises; nor pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; nor make any additions or alterations to the Premises or said improvements other than normal and customary tenant finish improvements in the Building, except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Premises in good, safe and insurable condition and repair; promptly restore and replace any of the Collateral which is destroyed or damaged; not commit, suffer or permit waste of any part of the Premises; and maintain all grounds and abutting sidewalks in good and neat order and repair.

7. It is further made an express condition and covenant hereof that, until full payment of the Liabilities, no act or thing shall be done or suffered, and neither the Mortgagee nor any other person shall have any right or power to do any act or thing, whereby any mechanic's lien under the laws of any jurisdiction in which the Land is located can arise against or attach to the Premises or any part thereof, unless such lien shall be wholly satisfied as against this Mortgage, and that the lien of this Mortgage shall extend to any and all improvements and fixtures, now or hereafter on the Premises, as prior to any other lien thereon that may be claimed by any person, it being the intention hereof that, after the filing of this instrument for record in the office of the Recorder of the County in which the Land is situated, subsequently accruing claims for lien shall take care of this encumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and all contractors, subcontractors, and other parties dealing with the Premises, or with any parties interested therein, are hereby required to take notice of the above provisions.

8. As additional security for the payment of the Liabilities, the Mortgagee covenants and agrees to keep all buildings and fixtures that may be upon the Premises at any time insured against loss or damage by fire. With the broadest available form of extended coverage (endowment) and against such other hazards as the Mortgagee may from time to time request to carry such rental and business interruption insurance, and also liability and other insurance, in such amounts, as the Mortgagee may from time to time request, to make all sums recoverable upon such policies payable to the Mortgagee by a form of mortgage loss payable clause approved by the Mortgagee, to be attached to such policies; and at the Mortgagee's request, to deposit all such policies with the Mortgagee. All insurance maintained or required to be maintained hereunder shall be written by responsible insurance companies approved by the Mortgagee, and shall not be cancellable by any party unless, at least 30 days prior to the time notice thereof is given to Mortgagee. Any renewal policies shall at the Mortgagee's request be deposited with the Mortgagee not less than 10 days before the expiration date of the prior policy being renewed or replaced. If the Mortgagee takes out any policy of insurance, any loss the lender shall be deemed payable to the Mortgagee although not so declared in said policies; and the Mortgagee is hereby authorized and empowered to collect the same, with or without suit, and to give receipts therefor. The Mortgagee is hereby empowered to adjust, collect, and compromise, in its discretion, all claims under such policies, and to execute and deliver on behalf of the insured, all necessary proofs of loss, receipts, releases, and other papers; and all insurance money recovered shall be forthwith applied by the Mortgagee as it may, in its sole and unreviewable discretion, elect, to the reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures damaged or destroyed (which election shall not relieve the Mortgagee of the duty to repair or rebuild).

9. In case the Premises, or any part thereof, shall be taken by condemnation or exercise of the power of eminent domain, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be applied by the Mortgagee, as it may elect, to the reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same conditions and with the same effect as provided in the last sentence of Section 6 above with reference to the application of insurance moneys recovered by the Mortgagee.

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8. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagor may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any manner deemed expedient by the Mortgagee, and any amount so expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the Default Rate (defined for purposes hereof as defined in the Note), shall be added to the Liabilities and shall be repaid to the Mortgagee upon demand. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default hereunder.

9. The Mortgagor will at all times fully comply with, and cause the Premises and the use and condition thereof fully to comply with, all governmental requirements of any kind whatsoever that apply or relate to the Mortgagor or the Premises or the use or condition thereof, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions which are applicable to the Mortgagor or have been granted for the Premises or the use thereof.

10. The Mortgagor will: do all such acts and things (at the Mortgagor's expense) as the Mortgagee may from time to time request to establish and maintain a valid and perfected first lien on and security interest in the Collateral; maintain its executive office and principal place of business at all times at the address shown herein; keep all of its books and records relating to the Premises on the Premises or at such address; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any rents or the proceeds of any leases relating to the Premises (except for tenant security or damage deposits) more than one month before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

11. The Mortgagor will, for the benefit of the Mortgagee, comply with all covenants, conditions and restrictions affecting the Premises, fully and promptly perform each obligation of it under any contract, lease or other agreement relating to the Premises so that there will be no default under any thereof, pay all utility charges incurred in connection with the Premises and maintain all utility services available for use at the Premises.

12. It is expressly agreed by the parties hereto that in case the state, county, city or any other jurisdiction in which the Land is located shall hereafter enact any law imposing a specific tax on mortgages or on notes, bonds or other evidences of indebtedness secured by mortgage of real estate, or in case the laws or regulations now in force relating to taxes on mortgages, or notes, bonds, or other evidences of indebtedness secured by mortgage, shall be in any way changed, as a result of which the Mortgagee or the holder of the Note may become chargeable with the payment of any such tax, then and in any such event the Mortgagor will pay to the Mortgagee, within twenty (20) days after written notice thereof, the full amount of any such tax. It shall be a Default hereunder if, for any reason whatsoever, (i) Mortgagor fails to pay such amount to Mortgagee in cash as provided above, or (ii) applicable law forbids the making of such a payment or reimbursement to Mortgagee or would penalize Mortgagee in any way for or with respect to the receipt of any such payment or reimbursement.

13. The Mortgagor will not, without the prior express written consent of the Mortgagee in each case (which consent may be withheld, or conditioned on such conditions as Mortgagee may establish, all in Mortgagee's sole, absolute and unlimited discretion, and Mortgagee may be arbitrary in the exercise of such discretion): sell, assign, transfer, convey, lease or otherwise dispose of, or permit to be sold, assigned, transferred, conveyed, leased or otherwise disposed of, the Premises or any part thereof or any interest or estate in any thereof, or any interest in any land trust which holds title to any of the Land, provided, however, that Mortgagor may lease space on the Premises as (but only to the extent) expressly approved or permitted in writing by Mortgagee or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Premises or any part thereof, with the sole exception of this Mortgage and any other Security Document. In the event the Mortgagee should consent to the sale, assignment, conveyance or transfer by Mortgagor of its interest in the Premises, then in addition to any other or additional conditions that Mortgagee may set: such transaction shall be subject to this Mortgage and the Security Documents (including any amendment, modification or extension hereof or thereof), and any successor to Mortgagor shall assume all obligations hereunder and thereunder and agree to be bound by all provisions contained herein and therein by assumption documentation satisfactory to the Mortgagee (such assumption shall not, however, release Mortgagor without the prior written consent of Mortgagee, and Mortgagor shall remain directly and primarily liable hereunder despite such assumption). Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. As used herein, sale, assignment, transfer or conveyance shall include any such transaction, whether voluntary, involuntary, by operation of law or otherwise, whether of all or any portion of the Premises, and shall include any lease, except as permitted under any Security Document, and shall also include any agreement to enter into any such transaction.

14. To the extent that the Mortgagee, on or after the date hereof, pays any sum due under any provision of law or any instrument or document creating any lien prior or superior to the lien of this Mortgage, or the Mortgagor or any other person pays any such sum with the proceeds of the Loan, the Mortgagee shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities. Without limiting the generality of the foregoing, and in addition thereto (rather than in limitation thereof), the Mortgagee shall be subrogated, notwithstanding their release of record, to the respective liens of: NONE

and, all other mortgages, trust deeds, superior titles, vendors' liens, liens, charges, encumbrances, rights and equities on the Premises, to the extent that either (i) any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under the Note or the Security Documents or of other indebtedness secured hereby or (ii) the release thereof was granted or delivered in complete or partial consideration for the granting of this Mortgage.

15. Neither the Mortgagor nor, to the best knowledge of the Mortgagor, any other person has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Premises or the Land or any part thereof or into the atmosphere or any watercourse, body of water or wetlands, or any other real property legally or beneficially owned (or any interest or estate in which is owned) by the Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Borrower), and neither the Premises, the Land, any part of either thereof, nor any other real property legally or beneficially owned (or any interest or estate in which is

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owned by the Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Mortgagor) has ever been used (whether by the Mortgagor or to the best knowledge of the Mortgagor by any other person) as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. Mortgagor hereby indemnifies the Mortgagor and agrees to hold the Mortgagor harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, the Mortgagor for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, 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 "Superfund" law, or any other Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree 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, or any other hazardous, toxic or dangerous waste, substance or material.

16. The occurrence of any of the following events or conditions shall constitute a "Default" hereunder:

(a) Nonpayment of any of the Liabilities when due, whether by acceleration or otherwise;

(b) Any representation or warranty made by the Mortgagor herein is untrue, or any schedule, statement, report or writing furnished by or on behalf of the Mortgagor to the Mortgagor in connection with the loan evidenced by the Note and secured by this Mortgage (including, but not limited to, representations or warranties made in connection with Mortgagor's application for such loan) is untrue in any material respect;

(c) Nonperformance of any of the Mortgagor's covenants, agreements, undertakings or obligations as set forth in this Mortgage;

(d) The occurrence of any default under the Note or any of the Security Documents;

(e) The bankruptcy, insolvency, reorganization or arrangement of Borrower or the Trustee, or the institution of any legal proceeding in which the relief requested includes a declaration of any of the foregoing;

(f) Damage to, or the destruction of, all or any substantial part of the Premises;

(g) The commencement of proceedings for the condemnation, or taking by eminent domain, of all or any substantial part of the Premises; or

(h) The occurrence of any event described elsewhere in this Mortgage as a Default hereunder.

17. It is further covenanted and agreed that, in case of a Default, the whole of the Liabilities, including (without limitation) the principal sum and all accrued interest outstanding on the Note, shall at once, at the option of the Mortgagor, become immediately due and payable without notice to the Mortgagor or hereby waives all right to the possession, income, and rents of the Premises, and thereupon the Mortgagor is hereby authorized to enter upon and take possession of the Premises, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the necessary expenses of collection thereof, for the care, operation, and preservation of the Premises, including the payment of fees, insurance premiums, costs of operation of the Premises, taxes, assessments, interest, penalties and water charges, or at the election of the Mortgagor, in its sole discretion, to apply all or any part thereof to the payment of the Liabilities; and it is further expressly covenanted and agreed that, upon any Default, the Mortgagor shall have the right immediately or at any time thereafter (at notice to the Mortgagor or to any party claiming under the Mortgage, and upon the filing of any bill or complaint for that purpose, the court in which such bill or complaint is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without application for a receiver, of the person or persons then liable for the payment of any of the Liabilities, and without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the Mortgagor, with power to take possession, charge, and control of the Premises, to lease the same, to keep the outbuildings thereof insured and in good repair and to collect all the rents, issues, and profits of the Premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable commissions, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagor to cure any default by the Mortgagor in the performance of any obligation or condition contained in the Security Documents or this Mortgage or otherwise, to protect the security hereof or thereof, with interest on such advances at the Default Rate. The overlap of the proceeds of sale (if any) after payment and satisfaction in full of all of the Liabilities and all of such other matters as are described above, shall then be paid to the

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Mortgagee, upon reasonable request, the Mortgagee may be foreclosed separately or successively against any portion or portions of the Premises, as the Mortgagee may in its sole discretion elect, until all of the Premises have been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of or preparation thereof) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagee.

There shall be included in any decree foreclosing this Mortgage and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree: (i) all the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', stenographers' and Mortgagee's costs, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (ii) all the moneys advanced by the Mortgagee for any purpose authorized in this Mortgage, with interest on such advances at the Default Rate; (iii) all the accrued interest remaining unpaid on any of the Liabilities, and (iv) all of said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee, on reasonable request.

18. It is further covenanted and agreed that the various rights, powers, and remedies contained in this Mortgage and in the other Security Documents shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions and obligations herein contained, and all rights hereunder, shall run with the Land and shall extend to and be binding upon, and inure for the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither the Mortgagee, nor any of its agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of the, his, or their own willful misconduct. No delay or omission to exercise any right or power accruing upon any Default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient. The invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part hereof.

19. The Mortgagee and its agents, contractors and designers shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted and provided for that purpose.

20. The Mortgagor agrees to permit the Mortgagee and its agents, at reasonable times and intervals, to inspect and audit the Mortgagor's records relating to the Premises for any reasonable purpose.

21. This Mortgage has been executed, delivered and accepted in Chicago, Illinois.

22. The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises, to the fullest extent permitted by applicable law, hereby waives all rights under all appraisement, homestead, nonademption, valuation, exemption, stay, extension, redemption and marshaling statutes, laws or equities now or hereafter existing, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

23. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

24. Any notice or other communication hereunder to any party shall be in writing and delivered or mailed to such party at the address of such party as set forth herein, provided that either party may, by notice to the other, designate a changed address for itself within the 48 contiguous continental United States of America for purposes of notices hereunder. Any such notice, if mailed, properly addressed with proper postage prepaid, shall be deemed given on the first to occur of actual receipt or three business days after the date when sent by first class mail.

25. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage; and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

26. This Mortgage is executed by the Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally to pay the Note or any interest that may accrue thereon, or any of the indebtedness arising or accruing under or pursuant hereto or to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note, all such personal liability of the Trustee, if any, being expressly waived by the Mortgagee and by each and every person now or hereafter claiming any right or security under this Mortgage, provided, however, that nothing herein contained shall in any way limit the personal liability of the Borrower or of any guarantor or other obligor (not including the Trustee) hereunder or under the Note or the Security Documents. The Trustee hereby warrants that it possesses full power and authority to execute and deliver this instrument.

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Witness, the hand and seal of said Mortgagee on the date first above written.



TRUSTEE:

The Chicago Trust Company

not personally but as Trustee under Trustee Agreement dated May 29, 1997, and known on such Trustee's records as such Trustee's Trust No. 1104081

BY

ITS:

BORROWER:

Izguerra Furniture, Inc., an Illinois corporation

Attest:

BY

Theresa Izguerra

ITS: Secretary

BY

Gabriel Izguerra

ITS: President

This document was prepared by, and after recordation should be returned to:

Gregg G. Rotter/Lapin, Associates

300 W. Washington Street, Suite 409

Chicago, IL 60606

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STATE OF ILLINOIS)

COUNTY OF COOK)

SS.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MAROLYN DAMASCENA personally known to me to be the Asst. Vice President of The Chicago Trust Company, a corporation, personally known to me to be the Asst Secretary of said THE CHICAGO TRUST COMPANY and each of whom are 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 Asst. Vice President and Asst Secretary, they signed and delivered the said instrument as Asst. Vice President and Asst Secretary of said THE CHICAGO TRUST COMPANY and caused the corporate seal of said THE CHICAGO TRUST COMPANY to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said THE CHICAGO TRUST COMPANY, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of August, 1997

OFFICIAL SEAL
Martha Lopez
Notary Public, State of Illinois
My Commission Expires 4/8/98

Martha Lopez
Notarial Public

My commission expires:

UNOFFICIAL COPY

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SS.)
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that _____
personally known to me to be the general partner(s) of _____, a _____ partnership, 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 general partner(s), such person(s) signed and delivered the said instrument
as general partner(s) of said partnership as the free and voluntary act of such person(s), and as the free and voluntary act and deed
of said partnership, for the uses and purposes therein set forth.

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

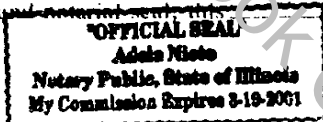
Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF COCK) SS.

I, ADELA NETO, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that GABINO IZGUERRA AND TERESA IZGUERRA
personally known to me to be the _____ President of Izguerra Furniture, Inc.
_____, a Illinois corporation, and
personally known to me to be the _____ Secretary 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 acknow-
ledged that, as such _____ President and _____ Secretary, they signed and delivered the said
instrument as _____ President and _____ Secretary of said corporation, and caused the cor-
porate seal of said corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed
of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand _____ day of _____, 19____.



Adela Neto
Notary Public

My commission expires:
3-19-2001

COCK County Clerk's Office

97851870

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COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

Legal Description of the Land

LOTS 35, 36, 37, 38, 39 AND 40 IN BLOCK 5 IN S. E. GROSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOTS WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5), IN COOK COUNTY, ILLINOIS.

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Common Address of Property 4609 S. Ashland Avenue, Chicago, IL 60609

Permanent Index Number: 20-05-307-004-0000; 20-05-307-005-0000; 20-05-307-006-0000

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EXHIBIT B

1. Taxes for the year 1997 and subsequent years, to the extent, if any, that payment of such taxes is not past due or delinquent.
2. Such other exceptions (if any) as the Mortgage may approve in writing.

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EXHIBIT B

Default (Continued)

(F) The Assignor or any guarantor fails to enter into that certain Authorization for Debenture Guarantee 504 Program Loan No. CDC-S148990 40 04 SPR

(G) The Assignor or any guarantor defaults under the terms and conditions of that certain Authorization for Debenture Guarantee 504 Program Loan No. CDC-S148990 40 04 SPR

(H) The Assignor or fails to obtain funding pursuant to the Authorization for Debenture Guarantee 504 Program Loan No. _____ within ~~days~~ 6 (Six) months from even date herewith.

CDC-S148990 40 04 SPR

97651870

DEPT-01 RECORDING \$41.00
T#0012 TRAN 6561 09/04/97 13:01:00
4445 CG *-97-651870
COOK COUNTY RECORDER
DEPT-10 PENALTY \$38.00

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EXHIBIT C

Default (Continued)

(D) The Mortgagor or any guarantor fails to enter into that certain Authorization for Debenture Guarantee 504 Program Loan No. CDC-S 14899040 04 SPR

(E) The Mortgagor or any guarantor defaults under the terms and conditions of that certain Authorization for Debenture Guarantee 504 Program Loan No. CDC-S 14899040 04 SPR

(F) The Mortgagor fails to obtain funding pursuant to the Authorization for Debenture Guarantee 504 Program Loan No. _____ within ^{63 days} ~~_____~~ days from even date herewith.

CDC - 14899040 04 SPR

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This Document Prepared
By and Return to:
Gregg Potter / Capin & Associates
500 W. Washington St. 409
Chicago, IL 60606.

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