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49629 + CG *-98-981850 COOK COUNTY RECORDER

FIRST MORIGAGE

THIS INDENTURE made

this 23r 1 day of October,

19 98 , by and between

ACCURATE AUTOMOTIVE SPECIALISTS, INc., an Illinois corporation

, herein referre (tr as "Mortgagor", and H & R PROPERTIES GENERAL PARTNERSHIP----- under the laws of the es, or its successors and a signs, herein referred to as 51A16 01 "Mortgagee", WITNESSETH:

THAT, WHEREAS Mortgagor has concurrently herewith executed and delivered a grown issory not bearing even date herewith (said promistory note, together with each other note, instrument, evidence of indebten ess or cocument from time to time substituted for said promissory note or evidencing all or part of the indebtedness evidenced by said promissory note or any extension, renewal or modification of any or all of such indebtedness, is hereinarter referred to as the "Note") in the principal sum of EIGHT HUNDRED TWO THOUSAND AND NO/100--

(\$ 802,000.00----), made payable to the order of the Mortgagee in and by which the inortgagor promises to pay autofabetapanionalisheamustaesteteaminjeskaneakinkeskaneakinkeskaneakinkakiahakin etaikeakepecifikaliy resembed, (1) any additional advances and escrows, with interest thereon as provided n the Note. made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amount: as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to princip II until said indebtedness is paid in full. All of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then it the office of Hunt, Kaiser, Bush & Aranda Ltd., 211 W. Grand Avenue, Bensenville, IL 60106.

NOW, THEREFORE, to secure the payment and performance of all sums payable under the Note and all sums payable and other obligations in accordance with the terms, provisions and limitations of this Mortgage, (provided, however, that the maximum amount secured hereby on account of principal shall not exceed the sum of an amount equal to times the loan amount set forth above plus the total amount of all advances made by Mortgages to protect the

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premises (defined below) and the actuaty interest and lies of a ed hereby), and in consideration for the loan evidenced by the Note and secured by this Mortgage, and for other valuable consideration, the receipt of which is hereby acknowledged, Mortgagor does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagoe, its successors and assigns, to have and to hold the following described real estate ("Land"), right, title and interest therein, situate, lying and being in the City of Forest Park, County of and State of Illinois, to-wit:

See attached Exhibit 1 for Legal Description

more commonly known as:

161 S. Harlem Avenue, Forest Park, IL 60130

TOGET: IER with all of the following property of Mortgagor (but excluding any property owned by a tenant), which, together with the Land is referred to in this I tortgage as the "premises" or the "mortg; ged property":

- (a) Appurtenances. All tenements, rights, easements, hereditaments, rights of way, privileges, liberties appendages and appurtenances now of hereafter belonging or in anywise appertaining to the Land (including without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, ait lights, water, water rights, water stock, gas, oil minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, cemand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and goles belonging, adjacent or pertaining to the Land; and any afteracquired title to any of the foregoing;
- (b) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hareafter located or erected on the Land, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparati, fixtures and other articles of any kind or quarre whatsoever now or hereafter found or, affixed to or attached to the Land or said improvements, including (without limitation) all motors, boilers, angines and devices for the operation of pumps, and all heating, electrical, ighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "improvements");
- (c) Personal Property. All building materials, goods, construction materials, a praces (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, insuwashere, clothes washers and dryers, water heaters and similar equipment), supplies, blinds, window shade: , carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devises, equipment including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational, monitoring, gurbage, air conditioning, pest control and other equipment), tools, furnishing, furniture, light features, non-structure I additions to the premises, and all other tangible property of any kind or character now or hereafter owned by the Mor gagor and used or useful in connection with the premises, any construction undertaken in or on the premises, any trade, business or other activity (whether or not engaged in for profit) for which the premises are used, the maintenance of the premises or the convenience of any quests, licensees or invitees of the Mortgagor, all regardless of whether located in or on the premises or located elsewhere for purposes of fabrication, storage or otherwise including (without limitation all rights under and to the escroy account(s) established and maintained pursuant to this Mortgage (all of the foregoing is herein referred to softeetively as the "Goods"):
- (d) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the premises (or any portion thereof) and all accounts,

contract rights, instruments, that of persons of the Mort legal for payers it of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Mortgagor related to the premises (or any portion thereof) (all of the foregoing is herein referred to collectively as the "Intangibles");

- (e) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the premises (or any portion thereof) (all of the for going is herein collectively called the "Rents");
- (f) Leases. All rights of the Mortgagor under all leases, licenses, occupancy a greements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any t me hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the premises (or any portion thereof), and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein called the "Leases");
- (g) Plans. All rights of the Mortgagor to plans and specifications, designs, drawings end other matters prepared for any construction in or on the premises (all of the foregoing is herein called the "P ans");
- (h) Cther Property. All other property or rights of the Mortgagor of any kind or character related to the Land or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing.

It is understood that the enumeration of any specific items of property shall in no way exclude or be hold to exclude any items of property not specifically mentioned. All of the mortgaged property described above is intended to be mortgaged and conveyed as a unit. All of the such mortgaged property hereby acreed to form, to the fullest extent permitted by law, real estate and conveyed and mortgaged hereby. As to the ball not of the above described mortgaged property which is personal property under applicable law or items which are or may become fixtures, this Mortgage shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the premises are located, and this Mortgage constitutes a financing statemen: filed as a fixture filing in the official records of the County Recorder of the County in which the premises are located with respect to any and all fixtures included within the property described above, and with respect to any goods or other personal property that many now or hereafter become such fixtures.

IT IS FURTHER UNDERSTOOD AND AGREED "MAT:

- 1. Maint mance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free fror i mechanics' liens or other liens or clai ns for lien not expressly subordinated to the lien here $f_i(c)$ pay when due any i idebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of lay, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; (i) not to suffer or permit any unlawful use of or any nuisance to exist upon the premises; (:) not to diminish or impair the value of premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act; (1) appear in and defend any proceeding which in the opinion of the Mortgagee affects its security her evolver, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee in any capacity by reason of this Mortgage; (m) not suffer or permit, without Mortgagee's written consent (1) any alterations, additions to, demolition or removal of any of the improvements, apparati, fixtures or equipment now or hereafter upon said property, (ii) a sale, assignment or transfer of any right, title or interest in and to any of the improvements, apparati, fixtures or equipment which may be found in or upon the premises, (iii) any change in the nature in character of the operation of the prem ses which will increase the intensity of the use thereof, and (iv) a change or a teration of the exterior or interior structural arrangement (but not to the exclusion of others), walls, rooms and hals.
- 2. Sale tr Transfer of Premises or Interest Therein. Mortgagor agrees and understards that it shall constitute an event of default under this Mortgage and the Note entitling the remedies herein and in the Note to be exercised if (a) the Mortgagor, or any beneficiary of the Mortgagor, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity recognized in law or equity other than the Mortgagor or the present beneficiar r or beneficiaries, (b) allow any line or security interest to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, excluding taxes and assessments not yet due and payable, (c) any articles of a preement for deed or other partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgagor or any

stock of a corporation, if any, owning all heapy tion of the beneficial interest in the Mercane, is conveyed, transferred, or hypothecased, in whole or in part.

- 3. Payment of Taxes. Mortgagor shall pay before any penalty attaches all real estate taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or as sessment which Mortgagor may desire to contest.
- 4. Insurance. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured, until the indebtedness secured by this Mortgage is fully paid, or in case of force osure, until the expiration of any period of redemption, against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Mortgagee such protection is necessary. Mortgagor shall also provide liability insurance with such limits for personal injury and cleath and property damage as Mortgagee may require and if required by Mortgagee, flood and rents (which will assure coverage for loss of rental income for twelve (12) consecutive months) insurance. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, (aut in no event less than the amount needed to pay in full the indebtedness secured hereby) with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. Mortgagor shall deliver all policies including adminional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver rericwal policies not less than ten (10) days prior to the respective dates of expiration.

Unless Mortgagor provides evidence of the insurance coverage required by this Mortgage; Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the premises. The insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee may purchase may not pay any laim that mortgagor makes or any claim that is made against Mortgagor in connection with the premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor's has obtained insurance as required by this Mortgage. If Mortgagee may chases insurance for the premises, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges that Mortgagee may im sose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain acting alone.

5. Tax and Insurance Deposits. To more fully protect the security of this Mortgage and to provide security to the Mortgagee for the payment of real estate taxes and insurance premiums, Mortgager agrees to pay to Mortgagee, at such place as Mortgagee may from time to time in writing appoint and in the absence of such appointment, then at the office of the Mortgageeat Aio Galicia CT. Each month at the due date for the monthly it stallments of principal and interest as provided for under the Note (in addition to paying the principal and interest provided for under the Note) in an amount as determined by Mortgagee, in such manner as the Mortgagee may prescribe, to provide security for the payment of the real estate taxes and insurance premiums.

If at any time the amount of the real estate taxes or insurance premiums are increased or Mortgagee receives information that the same will be increased, or if the monthly deposits then being made by Mortgager for this purpose (if continued) would not make up a fund sufficient in the opinion of the Mortgagee to pay such item 60 days prior to its normally scheduled installment due date, said monthly deposits shall thereupon be increased and Mortgager shill deposit immediately with Mortgages on demand such additional sums as are determined by the Mortgagee so that the moneys then on hand for the payment of said item plus the increased monthly payments and such additional sums to emanded shall be sufficient so that Mortgagee shall have received from Mortgagor adequate amounts to pay such item at least 60 days before the normally scheduled installment due date. For the purpose of determining whether Mortgagor item at least 60 days prior to the due date therefore, deposits for each item shall be treated separately, it being the intention that Mortgagee shall not be obligated to use moneys deposited for the payment of an item not yet due and payable for the payment of an item that is due and payable

Notwith standing the foregoing, it is understood and agreed (a) that deposits provided for hereunder may be held by Mortgagee in a single non-interest bearing account, and (b) that Mortgagee at its option may, if Mortgagor fails to make any deposit required hereunder, use deposits for one item for the payment of another item the induction deposits. All such deposits shall be held in escrow by Mortgagee and shall be applied by Mortgagee to the payment of the said real estate taxes and insurance premiums when the same become due and payable. Failure to pay any of the aforesaid monthly deposits for 10 days after they are due or failure to pay any of the aforesaid additional deposits for 5 days after demand by Mortgagee, shall be an event of default under the Note secured by this Mortgage and under this Mortgage, in which event all remedies under the Note secured by this Mortgage may be in mediately exercised by Mortgagee and, further, all moneys on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the indebtedness under the Note secured by this Mortgage.

If the funds so deposited exceed the amount required opay such taxes for any year, the excess shall be applied on a subsequent deposit or deposits. The Mortgagor further agrees that Mortgagee shall not be equired to make payments for which insufficient funds are on deposit with the Mortgagee. Mortgagor agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other monies for such purpose and the Mortgagee shall not incur any liability for anything it may do or omit to do.

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the belance of such deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all I ability with respect to such deposits and Mortgagor shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtednes: under the Note secured by this Mortgage and the Mortgage (or at any prior time at the election of the then holder of the Note and this Mortgage) the balance of the deposits in its possession shall be paid over to the record owner of the premises within a reasonable time period following payment and no other party shall have any right or claim thereto in any event.

8. Hazardous Material; Indemnification. Noither Mortgagor nor, to the best knowled to of Mortgagor, any other person or entity has ever caused or permitted, and Mortgagor will not at any time cause or permit, a Reportable Quantity (as hereinafter defined) of hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on under or at the promises, or any part thereof, or to be unlawfully transported from the premises, or to be transported from the premises are dislawfully placed, held, located or disposed of on, under or at any other site or property (by whomeover owned), or to be released into the timosphere or any watercourse, body of water or wetlands, or to be disposed of in any place or manner which, with the russage of time or the giving of notice or both, would give rise to liability for potential liability) under any Environmental to a vs (as hereinafter defined). Neither the premises nor any part thereof, has ever been used (whether by Mortgagor or, to the best knowledge of Mortgagor, by any other person or entity) and Mortgagor will not use or permit the premises, or any part percof, to be used, as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material.

Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any and all losses, liabilities, camages, fines, penalties, injurie), books, expenses and claims of any and every I ind whatsoever (including, without limitation, attorneys' and paralegais' rees and other legal expenses) which at any tine or from time to time may be paid, incurred or suffered by, or asserted against, Mortgagee for, with respect to, or as a direct or indirect result of, the presence on, at or under the premises, or, following relocation thereof from the premises, he presence on, at or under any other site or property, or the escape, seepage, leakage, spillage, discharge, emission or release from the premises into or upon any land, the atmosphere, or any watercours. July of water or wetland, of any Ha ardous Material (including, without limitation, any losses, liabilities, damages, fines, penalties, injuries, costs, expenses or claims asserted or arising under any Environmental Laws.) Notwithstanding any unity to the contrary in this Mortgage, the Note or any other instrument or document, the provisions of and undertakings and indemnification set out in this provision shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of all indebtednes; secured by this Mortgage, and shall continue in effect forever.

"Hazardous Material" means and includes any hazardous, toxic or dang rous substance or any pollutant or contaminant defined as such in, or for purpose of, any Environmental Laws. "Reportable quantity" means, with respect to any Hazardous Material, a reportable quantity of such Hazardous Material as specified in , or for purposes of any Environmental Laws. "Environmental Laws" means the Comprehensive Environmental Response, Comparation, and Liability Ast, any so-called "Superfund" or "Superlien" law, the Resource Conservation and Recovery Act, the Clean Wate - Act, the Toxic Substances Control Act, the Illinois Responsible Property Transfer Act or any other existing or future federal, state or local stature, law, ordinarce, code, rule, regulation, order or decree, regulating, relating to, or imposing liab lity or standards of conduct or remediation concerning any hazardous, toxic or dangerous waste, substance or material, et al. 15 now or hereafter in effect.

- 7. Mortgagee's Interest In and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage or in the Note, the Mortgagee may at its option, without being required to doso, and on any moneys at the time on deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, or any of Mortgagor's obligations herein or in the Note contained, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the mortgaged premises within a reasonable period of time. Such deposits are hereby ple led as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgage r; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgag ee in writing not less than thirty (30) days prior to the due date therefore to make application of such funds to the payment of the particular taxes or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes and insurance premiums.
- 8. Mortgagee's Right to Act. If Mortgagor fails to pay any claim, lien or encumbranc: which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep

Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss, the Mortgagee for after entry of decree of foreclosure, purchaser at the sale, or the decree cre litor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any c aim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. Mortgagor agrees to sign, upon demand by Mortgagoe, all receipts, vouchers and releases require to finm by the companies. If (a) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, (b) such damage or leatruction does not result in cancellat on or termination of such lease, (c) the insurers do not deny liability as to the insureds, and (d) such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improve nents in the judgement of Mortgagee, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to be improved in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements of said premises. (In all other cases, such insurance proceeds miles at the option of Mortgagos, either be applied in reduction of the indebtodness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of issurance proceeds, or, if Mortgagee elects to permit reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mort; agee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's contificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reas mably require and approve, and if the estimated cost of the work exceeds ten percent (11%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as the Mortgages may reasonably require and approve, no payment made prior to the final completion of the work shall exceed ninety perce it (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. In the case where insurance proceeds are used for reimbursement, Mortgagor agrees to pay Mortgagee its out of pocket fees and expenses and its inspection and processing fees.

In the case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, i not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the 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 to the owner of the equity of redemption if he shall then be critically to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said creditor; and any a ch foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the said steel in such case made and provided, then and in every such case, each successive redemptor may cause the preceding it is clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereof one one of foreclosure sale, Mortgagee is hereby authorized, without the constant of fact tragger, to assign any and all it surance policies to the purchaser at the sale, or to take such other steps as Mortgage may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

- 10. Starp, Transfer or Revenue Tax. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgagor or the recordation thereof, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagoe, its successor or assigns, against any liability incurred by reason of the imposition of any such tax.
- 11. Propayment Privilege. At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions, it any, set forth in the Note.

- 12. Effect of Extensions of Tries If the payment of take it debtedness of any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such person; being expressly reserved by the Morigagee, notwithstanding such extension, variation or release.
- 13. Effect of Changes in Laws Regarding Taxation. In the event of the enactment: fter this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien hereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagees interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upor demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefore; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment tor (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.
- 14. Mortgagec's Performance of Defaulted Acts. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and may, but need not, 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 said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' files, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become invaediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgage shall never be considered as a waiver of any right accruing to it or recount of any default on the part of Mortgage r.
- 15. Mortgagee's Reliance on Tax and I is mance Bills, Etc. Mortgagee in making any payment is hereby authorized: (1) to pay any taxes, assessments and incurance premiums, according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premions, sale, forfeiture, tax lien or title or claim thereof; or (b) to purchase, discharge, compromise or settle any other propriete, without inquiry as to the validity or amount of any claim for lien which may be asserted.
- 16. Acceleration of Indebtedness in Case of Default. If any of the following occur (a) default be made for (90) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagor shall file a petition involuntary bankrupt y under the United States Bankruptcy Tode or any similar law, state or federal, whether now or hereafter existing, or an au swer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceeding; within the (40) days, as hereinafter provided; or (c) the Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Morigagor or for all of its property or the major part thereof in any involuntary pro-eeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part therephin any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within 📾 (10) days; or (d) the 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 trust sor liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or periodice of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kep or performed or observed by the Mortgagor and the same shall continue for there (3) days; or (f) a default or event o default occurs under any other loan, secured or unsecured, or other agreement made by Mortgagee to Mortgagor and/or any beneficiary of Mortgagor) or any agreement between Mortgagee and Mortgagor (and/or any beneficiary of Mort gagor) or to any guarantor of this loan, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Mortgugee, become immediately due and payable, together with accrued interest thereon, vithout notice to Mortgagor**
 - 17. Foreclosure; Expense of Litigation. 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 hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or an behalf of Mortgagee for attorneys' 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, Torrens certificates, and similar data and assurances with respect to title and any other expenses as Mortgagee may deem reasonably necessary either to prosecute such suit or



^{**}However, the parties hereto agree that in order to constitute a default, the Mortgagor sti must remain in breach of said First Mortgage after ninety (90) days subsequent to written notice served upon Mortgagor by rack; Mortgagee of said breach of First Mortgage.

to evidence to bidders at any sale which may be rad pursuant to such locred the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this mortgage, including the fees of any autor ey employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceedings, whether or not actually commenced, shall be immediately due und payable by Mortgagor, with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.

- 18. Application of 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 the preceding par agraph hereof; second, all other items which under the terms hereof constitute secured indebtodness additional to that e idenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgager, its successors or assigns, as their rights may appear.
- 19. Appointment of 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgago 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 the Mortgagee hereunder or any holder of the Note may be appointed as an ich receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendentry of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further to nest when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, man agriment and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of:

 (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, a secial assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such as plication is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
- 20. Assignment of Rents and Leases. To further secure the indebtedness secured hereb, Mortgagor does hereby sell, assign, and transfer unto the Mortgagee all the rents is are and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, (r any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been herether or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention here by to establish an absolute transfer and assignment of all of such leases and agreements, and all of the avails thereunder, unto the Mortgagee, and Mortgagor does hereby appoint irrevocably the Mortgagee its true and le will attorney in its name and stead (with or without taking possession of the premises as provided herein) to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as said Mortgagee in all or any portion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon toking passession pursuant to the provisions harein.

The Mortgagor represents and agrees that no rent has been or will be paid by any person it possession of any portion of the above described premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced discounted or otherwise (discharged or compromised by the Mortgagor. The Mortgagor waives any rights of set-off agains any possession of any portion of the above described premises. Mortgagor agrees that it will not assign any of the rents or profits of said premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in p ssession in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to the provisions herein. In the exercise of the power herein granted the Mortgagee, no liability shall be asserted or enforced against the N ortgagee, all such liability being expressly waived and released by Mortgagor.

The Mortgagor further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises her inabove described and to execute and deliver, at the request of the Mortgagee, a l such further assurances and assignments in the premises as the Mortgagee shall from time to time require.

Although t is the intention of the parties that the assignment contained herein shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

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21. Mort ragger's Right of Possession in Case of Default. In any case in which uncer the provisions of this

Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or alter the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon deman i of Mortgagee, Mortgager shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereto personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of the Mortgagor or then owr or of the premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgager, or in its own name as Mortgagee and under the powers herein granted, hold, oper ite, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents and vith full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents issues, and profits of the remises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereb , granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or sublet se for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffilm any lease or suplease made subsequent to this Mortgage or subordinaled to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof and () receive all of such avails, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertal e to perform or discharge, any obligation, duty or liability under any leases, and the Mortgagor shall and does hereby a rec to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment three fand of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefore immediately upon demand.

- 22. Application of Income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers herein conferred shall have full power to use and apply the avails, rents, issues and pro its of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:
 - (a) to the payment of the operating expenses of said property, including cost of management and leasing thereo (which shall include reasonable compensation to the Morigagee and its agent or agents, if management be deligated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;
 - (b) to the payment of taxes and special assessments now due or which may be calter be ome due on said premises;
 - (c) to the payment of all repairs, decorating, renewals, replacements, alterations, a lditions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;
 - (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.
- 23. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the remises at all reasonable times and access thereto shall be permitted for that purpose.
- 24. Late Charge. In the event the Mortgagee shall, from time to time, accept payment o 'any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, tha nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.
- 25. Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the er tire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mor gagee. If the Mortgagor is

obligated to ristore or replace the can and of der twee the large or improvements under the terms of any lease or leases which are or may be prior to the tien of this Mortgage and Mount taking does not result in concellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided herein for the payr ient of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to a iver the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid of any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date on which Mortgagor could so electly to prepay the indebtedness in accordance with the terms of the Note secured hereby.

- 26. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.
- 27. Giving of Notice. Any notice which either party hereto may desire or be required o give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premises (designated by street address) or to the Mortgagee, at H & R PROPERTIES GENERAL PARTNERSHIP, Attn:

 Gus Kefallinos,

 or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mail.
- 28. Waiver of Defense. No action for the enforcement of the lien or of any provision her of shall be subject to any defense which would not be good and available to the party interposing same in an act on at law upon the Note hereby secured.
- 29. Waiver of Statutory Rights. Mortgager arail not and will not apply for or avail it elf of any approisement, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgager for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any for closure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY STATUTE, ORDIR OR JUDGEMENT OF FORECLOSURE, PURSUANT TO RICHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTE.
- 30. Mortgageo's Liea for Service Charges and Expenses. At all times, regarders of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from in eto time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to a incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and I an commitment issued in connection with this transaction.
- 31. Furnishing of Financial Statements to Mortgagee. Upon request, Mortgagor shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and circlified by the Mortgagor.
- 32. Cumulative Rights. Each right, power and remedy herein conferred upon the Mortga see is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.
- 33. Binding on Successors and Assigns. The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgage. The word "Mortgagee" when used Ferein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.
- 34. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

instrument delivered pursuant to or in connection with this Mortgage or the Note, and of ever part hereof and thereof.

36. Personal Jurisdiction. Mortgagor and Mortgagee agree that all disputes between them arising out of, in connection with, related to, or incidental to this Mortgage, and whether arising in contract, ort, equity or otherwise, shall be resolved only by state or federal courts located in Cook County, Illinois, but the part es acknowledge that any appeals from those courts may have to be heard by a court located outside of Cook County, Illino 3. The Mortgagor waives in all disputes any objection that it may have to the location of the court considering the dispute.

37. WAIVER OF JURY TRIAL. MORTGAGOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE OR THE NOTE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS NOTI: OR THE MORTGAGE, AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Accurate Automotive
IN WITNESS WHEREOF, Secretary this has caused these presents to be signed by its President, and its corporate scar to be hereunto affixed and attested by its Secretary this day of
ACCURATE AUTOMOTIVE SPECIALISTS, INC.
By: October 1
Its President
is projecti
ATTEST:
Its Secret 974 STATE OF ILLINOIS COUNTY OF COOK SSS.
is secretary
STATE OF ILLINOIS)
) SS.·
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Chris Shimkus, personally known to me to be the President, and,
Secretary, respectively, of ACCURATE AUTOMOTIVE SPECIALISTS, INC., appeared before me dis day in person and
acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and as the free and voluntary act of said corporation, and caused the corporate seal to be thereto affixed.
Given under my hand and notary seal, this 2310 day of October 1998.
- Jan a Malley
Impress Seal Here

My Commission Expires:

PAGE 11

"OFFICIAL SEAL" STEPHEN A. REHFELDT Notary Public, State of Illinois My Commission Expires 07/12/99

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EXHIBIT 1 LEGAL DESCRIPTION

Lot 4 (except the North 9 feet thereof) and Lot 5 (except that part of Lot 5 described as follows: Beginning at the Southeast Corner of said Lot 5, thence on an assumed bearing of North 00 Degrees 00 Minutes 00 Seconds West along the East Line of said Lot 5, 8 distance of 4.50 feet to a point, thence North 89 Degrees 39 Minutes 56 Second West along a line parallel with the South Line of said Lot 5, a distance of 3.00 Feet to a point; thence South 41 Degrees 46 Minutes 53 Seconds West 6.00 Feet to a point on the South Line of said Lot 5; thence South 89 Degrees 39 Minutes 56 Seconds East along the South Line of said Lot 5 a distance of 7.00 feet to the point of beginning) in Block 13 and Except that part condemned for street in Case Number 96L50690 in Railroad Addition to Harlem in the Southeast Quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN Numbers:

15-12-421-010

Property Address:

5-12-421-012.

161 S. Harlem Avenue
Forest Park, IL 60130