

**COMMERCIAL
REAL ESTATE
MORTGAGE,
SECURITY
AGREEMENT,
ASSIGNMENT OF
RENTS & LEASES,
AND FINANCING
STATEMENT**

98230781

This Commercial Real Estate Mortgage ("Mortgage") is made ~~February~~ ^{March} 30th, 1998, by the Debtor (whose name and address are below in the Recitals) to FIRST INDEPENDENCE CAPITAL CORPORATION, a Michigan corporation ("FICC"), whose address for purposes of this Mortgage is 7125 Orchard Lake Road, Suite 111, West Bloomfield, Michigan 48322. This Mortgage pertains to the real estate described in Exhibit "A" attached hereto.

RECITALS:

- A. **Amount of Loan:** One Five Hundred Thousand (\$105,000.00) Dollars. (This is not necessarily the sole amount secured by this Mortgage. See "Obligations").
- B. **Name of Mortgagor:** CARL WHITEHEAD and MARGARET WHITEHEAD, husband and wife.
- C. **Mortgagor's Mailing Address:** 9158 South Ada, Chicago, Illinois 60620.
- D. **Name of Debtor:** MARGARET WHITEHEAD
- E. **Debtor's Mailing Address:** 9158 South Ada, Chicago, Illinois 60620.
- F. **Premises Subject to this Mortgage:** Premises situated in the City of Chicago, County of Cook, State of Illinois, more particularly described in Exhibit "A" attached hereto. (Premises also includes all Improvements and Fixtures. See "Premises".)

Commonly known as: 9158 South Ada; 1340 W. 92nd Street; & 1342 W. 92nd Street
Parcel I.D. No. 25-05-304-030-0000

To induce FICC to make the Loan to Debtor and for other consideration, the receipt and adequacy of which is acknowledged by Debtor, and as security for satisfaction of the obligations, Debtor agrees with FICC as follows:

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1. DEFINITIONS

THIS DOCUMENT CONSTITUTES A SECURITY AGREEMENT AND FIXTURE FILING FOR THE PURPOSE OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE

In addition to the definition set forth above, for the purpose of this Mortgage and unless the context otherwise requires, those terms set forth below shall have the following meanings:

1.1 **FICC** includes FICC as defined in the Preamble, its successors and assigns, and any holder of the Note.

1.2 **COLLATERAL** means and includes, but is not limited to, all Contract Rights, Fixtures, Improvements, Premises and all assets of Debtor in which FICC shall have a lien, security interest, mortgage or encumbrance under this Mortgage or any other Security Document.

1.3 **CONTRACT RIGHTS AND GENERAL INTANGIBLES** (referred to as "CONTRACT RIGHTS") means and includes, but is not limited to, all rights now existing or subsequently acquired, arising or accruing to Debtor under any contract or agreement that Debtor may now or subsequently have with any architects, engineers, construction managers, contractors, subcontractors, laborers, materialmen or designers who are or may be providing or assisting in improvements or plans for the improvement of the Premises, whether or not those rights are subject to the U.C.C.. **Contract Rights** means all intangible property of Debtor, whether now existing or subsequently acquired, arising or accruing, including without limitation, general intangibles; rights to any utility deposit, cash or security deposit or other deposit related to the Premises; all escrow agreements related to the Premises; all rights under any escrow agreement and all condominium or other escrow accounts related to the Premises; condemnation awards; any claims for damages or other claims relating to the Premises; licenses and permits usable in connection with the Premises; all insurance policies covering all, or any part of the Premises or other Collateral and all insurance deposits and refunds; rights to any proceeds of a lease, sale, option or other disposition of all or any portion of the Premises; advance rentals and land contract payments; all developer's rights relating to the Premises; and all drawings, plans and specifications relating to the Premises which have been prepared by Debtor or in which Debtor has an interest (whether prepared by an architect, contractor, civil engineer, surveyor or any other person).

1.4 **EVENTS OF DEFAULT** means any of those acts, events or omissions set forth at the Section entitled "Events of Default".

1.5 **FIXTURES AND EQUIPMENT** (referred to as "Fixtures") means and includes (in addition to the meaning ascribed to "fixtures" under the U.C.C.), but is not limited to, the following: Any and all tangible personal property, including machinery, apparatus, equipment, appliances, carpeting, furniture, furnishings, supplies, fittings, trade fixtures, and fixtures; heating, lighting, ventilation, air cooling, air conditioning, refrigeration, power apparatus and restaurant equipment; boilers, ranges, furnaces, oil burners; pipes, pumps, tanks, engines, motors, conduits, plumbing, laundry, lifting, cleaning, fire-extinguishing systems, gas, water and electrical equipment; elevators,

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escalators, cranes, platforms, docks, bins; attached cabinets, shelving, partitions, floor coverings, ducts and compressors, all sanitary sewer systems, septic tile fields and related pumps and equipment; water pipes, water systems and related equipment, flowers, shrubs and trees; communications and telephone equipment, crops, farm products, livestock, seed, fertilizer, and supplies used or produced in farming operations; timber, minerals (including oil and gas) and any royalty interest therein, soil or the like and the right, title and interest of Debtor in and to any of that tangible personal property which may be subject to any title retention or security agreement whether or not superior in lien to the lien of this Mortgage. The above items including replacements, are Fixtures under the terms of this Mortgage whether now owned or subsequently acquired, whether used or usable in connection with any present or future operation of the Premises, and whether located on the Premises or intended to be used in connection with the Premises. Fixtures includes all building materials and equipment related to the Premises in which Debtor now has or subsequently acquires any interest, whether or not the materials and equipment are located on the Premises.

1.6 **HAZARDOUS MATERIALS** means and includes, but is not limited to, any flammable explosives, radioactive materials, hazardous wastes, hazardous materials, hazardous wastes, hazardous or toxic substances or related material defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as modified by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 9601 *et seq.*) or any provision of the Illinois Compiled Statutes as it may be amended from time to time, and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, regulation or policy. For purposes of this Mortgage, "rules, regulations or policies" shall mean written rules, regulations or policies promulgated by a government agency or entity of legal and binding effect.

1.7 **IMPOSITIONS** means real and personal property taxes and other taxes and assessments, water and sewer rates and charges, all other charges of governmental units, agencies or instrumentalities (and all other entities or authorities having the power to impose such taxes, assessments or other charges) and all interest, costs or penalties with respect to such taxes, assessments and charges; and charges for any easement or agreement maintained for the benefit of the Premises, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature and which at any time prior to or after the execution of this Mortgage may be assessed, levied or imposed against the Debtor or upon the Premises, or rent or income received from, or for any use or occupancy of, the Premises.

1.8 **IMPROVEMENTS** means and includes, but is not limited to, all buildings, structures and improvements now existing or subsequently erected below, on, or above the Premises, including all Fixtures.

1.9 **LEASES AND LAND CONTRACTS** (referred to as "LEASE") means and includes, but is not limited to, any lease or contract for lease, rental, or sale of any portion of the Premises, whether such lease or contract is now in existence or executed in the future covering all or any part of the Premises, together with all amendments, extensions, renewals, modifications or replacements of any Lease; all rents, income, royalties, interest, profits, and other payments,

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including taxes and insurance escrows, security deposits, due and becoming due under any Lease; and all guaranties of the indebtedness of the lessees, vendees, or obligers under any provisions thereof and otherwise.

1.10 **LEGAL REQUIREMENTS** means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, policies, permits, licenses, authorizations, directives, and requirements of all federal, state, county, municipal and other governmental agencies, departments, commissions, boards, courts, authorities, officials and officers, whether ordinary or extraordinary, foreseen or unforeseen, which now or at any time in the future may be applicable to the business operations of Debtor, to the Collateral or any part of the Collateral, or to any of the streets, alleys, passageways, sidewalks, curbs, gutters, vaults and vault spaces and waterways adjoining the Premises or any part of the Premises. Legal requirements include environmental, hazardous wastes and pollution laws.

1.11 **MATERIAL ADVERSE EFFECT** means any circumstance or event which:

- (a) could have any adverse effect whatever upon the validity, performance or enforceability of any Security Document;
- (b) is or might be material and adverse to the financial condition or business operations of Debtor;
- (c) could impair the ability of Debtor and Mortgagor to fulfill its Obligations; or
- (d) causes an Event of Default or which, with notice or lapse of time or both, could become an Event of Default.

1.12 **MORTGAGE** means this Commercial Real Estate Mortgage. This Commercial Real Estate Mortgage shall also constitute a Security Agreement and Fixture Filing for the purpose of Article 9 of the Uniform Commercial Code.

1.13 **NOTE** means the Promissory Note or notes executed and delivered by Debtor to FICC in the Amount set forth in Recital A, as the same may be amended, extended, ratified, renewed, substituted, superseded, or otherwise modified from time to time.

1.14 **OBLIGATIONS** are intended to be interpreted liberally and it means all obligations, indebtedness and liabilities of Debtor and Mortgagor or either one of them to FICC of whatever kind, nature and description, whether primary, secondary, absolute, contingent or likely, due or to become due, and whether now existing or subsequently arising or acquired, whether or not evidenced by a note or guaranty, whether joint, joint and several, or several, including by way of illustration and not limitation:

- (a) All claims, notes, loans, debts, indebtedness, interest, advances, service fees, audit fees, and borrowings, whether dated as of the date of this Mortgage or otherwise, and all substitutions, modifications, amendments, extensions, ratifications or renewals of any of them;

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(b) All future advances made by FICC to Debtor and Mortgagor or either one of them in connection with agreements between Debtor and Mortgagor or either one of them and FICC whether dated as of the date of this Mortgage or otherwise, whether in the form of refinancings or otherwise, and whether made at FICC's option or otherwise;

(c) All credit or credit accommodations; extensions of credit; guaranties and contracts of suretyship; issuance or confirmation of letters of credit or creation of acceptances; payments against uncollected or insufficient funds; discounts or purchases of accounts, leases, instruments, securities, documents, chattel paper and other security arrangements; Obligations arising out of any contracts or agreements for foreign exchange, precious metals or otherwise between Debtor and Mortgagor or either one of them and FICC;

(d) All future advances made by FICC for the protection or preservation of FICC's rights or interest arising under this Mortgage or in the Collateral, including by way of illustration and not limitation, advances for taxes, levies and assessments, insurance or maintenance of the Collateral and reasonable attorney's fees;

(e) All covenants, promises, obligations, or undertakings of Debtor and Mortgagor or either one of them to perform acts or refrain from taking action to or for the benefit of FICC; and

(f) All costs, expenses and reasonable attorneys' fees incurred by FICC in the protection, enforcement or collection of any of the foregoing.

1.15 **PERMITTED LIENS** means those exceptions to marketable fee simple record title to the Premises set forth in any loan agreement between the parties to this Mortgage referring to this Mortgage and specifically describing the Permitted Liens, or if there is not a contemporaneous loan agreement, then those exceptions set forth on the attached Exhibit "B". If there is neither a loan agreement, contemporaneous with, nor an Exhibit "B" attached to this Mortgage, then there are no permitted Liens.

1.16 **PREMISES** means all of the real estate or other property described in the attached Exhibit "A" together with all Improvements and Fixtures.

1.17 **SECURITY DOCUMENTS** means all agreements and undertakings made by Debtor and Mortgagor or either of them or others to FICC in connection with any loan agreement or other Obligations, including without limitation, the Note, any mortgage, including this Mortgage, security agreement, guaranty, pledge, financing statement and all other documents and instruments previously, now or subsequently furnished to FICC to evidence or secure payment or performance of the Obligations.

1.18 **TAKING** means a taking or conveyance of all or part of the Premises, or any interest therein or right accruing thereto (including a change in the grade of any street abutting on the Premises), as the result of, or in lieu of, condemnation or eminent domain. A TOTAL TAKING means a Taking (other than for temporary use) of the entire Premises or (a) such perpetual easement

on the entire Premises, or (b) such a substantial part of the Premises as in FICC's judgment shall result in it being uneconomic or impractical to restore the Premises remaining, after such Taking, to their prior use. Any other Taking is referred to as PARTIAL TAKING.

1.19 U.C.C. means the Uniform Commercial Code as adopted in Illinois, as amended from time to time, or any successor to it if the U.C.C. shall be repealed.

2. MORTGAGE.

2.1 To secure payment of the Note and the prompt and faithful payment and performance of all Obligations of Debtor and Mortgagor, Mortgagor MORTGAGES and WARRANTS to FICC (and GRANTS a security interest in) all right, title, and interest of Mortgagor in or to the Premises and all improvements now existing or constructed in the future, together with the following:

(a) The tenements, hereditaments, appurtenances, easements, rights-of-way, rights used in connection with the Premises or as a means of access to the Premises, licenses and privileges, reversions, remainders and all riparian, littoral and water rights belonging to the Premises;

(b) The land underlying any street, road or avenue, opened or proposed, in front of or adjoining the Premises to their fullest extent and to any strips or gores;

(c) The Fixtures and the proceeds, profits, products and royalties of them (to the extent permitted by law, all Fixtures shall be deemed part and parcel of the Premises and appropriated to its use and, whether affixed or annexed, or intended to be affixed or annexed, shall for the purpose of this Mortgage be conclusively deemed to be real estate and mortgaged by this Mortgage);

(d) Any and all awards or payments, including all interest on them, and the right to receive the same which may be made or accrued regarding the Premises or any portion of the Premises as a result of (i) any Taking, (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment, costs and expenses and reasonable attorney fees in connection with the collection of such award or payment. The Mortgagor shall execute and deliver, from time to time, such further instruments as may be requested by FICC to confirm such assignment to FICC of any such award or payment;

(e) All leasehold estates; all right, title and interest of Mortgagor in and to all Leases covering the Premises or any other portion of the Premises (including, without limitation, all cash or security deposits, advance rentals or land contract payments, and deposits and payments of any kind or description) whether previously, now or subsequently entered into;

(f) All right, title and interest of Mortgagor in and to all options or contracts to purchase or lease the Premises or any portion of, or interest in, the Premises, and any greater estate in the Premises owned or subsequently acquired;

(g) All interests, estate or other claims, both in law and in equity, which Mortgagor now has or may subsequently acquire in the Premises;

(h) All drawings, plans and specifications relating to the Premises which have been prepared by Mortgagor or in which Mortgagor has an interest (whether prepared by an architect, contractor, civil engineer, surveyor or any other person).

All of the foregoing is granted to the use and benefit of FICC, its successors and assigns TO HAVE AND TO HOLD FOREVER.

3. ASSIGNMENT OF RENTS.

3.1 As additional security for the prompt payment of the Note and satisfaction of all Obligations, Mortgagor ASSIGNS, TRANSFERS and CONVEYS to FICC, Mortgagor's interest as lessor in each and every Lease. This Assignment is for security purposes only and is to become operative upon an Event of Default. This Assignment of Rents ("Assignment") shall run with the land and be good and valid as against the Debtor and those claiming by, under or through the Mortgagor from the date of the recording of his instrument. This Assignment shall continue in full force and effect during any period of foreclosure or other action to enforce this Mortgage, during any receivership, during the period of redemption and until any deficiency is satisfied. Specifically if a sale results in a deficiency, the Assignment of Rents shall stand as security during the redemption period for the payment of the deficiency, notwithstanding the sale of the Premises to a purchaser other than Mortgagee. Prior to FICC taking possession of the Premises, this Assignment shall not be construed as obligating FICC to perform any of the covenants or undertakings required to be performed by Mortgagor contained in any Lease.

3.2 This Assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of the Note and full performance, satisfaction and discharge of all Obligations. Upon payment in full and discharge of each and every Obligation, this Assignment shall become and be terminated, but the affidavit, certificate, letter or statement of any officer, agent or attorney of FICC showing any part of the Obligations unpaid or any Obligations to be unsatisfied or unperformed shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person is authorized to rely on such affidavit, certificate, letter or statement.

3.3 Mortgagor represents, agrees and warrants that (a) Mortgagor is the sole owner and holder of the landlord's or land contract vendor's interest under each Lease; (b) there are no prior assignments of any Lease; (c) Mortgagor has delivered to FICC a copy of each Lease as currently in effect, including all amendments, extensions, renewals, modifications, or replacements; (d) no Lease is in default and there has not been to the knowledge of Mortgagor, an event which (but for the passage of time, the giving of notice, or both) would constitute a default under any Lease; (e) any party obligated under any Lease has not commenced any action or given or served any notice for the purpose of terminating any of the Leases, (f) the rents, income, royalties, interest, profits, and other payments (including taxes and insurance escrows), due under each Lease have been paid in full

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according to the terms of the Lease; (g) Mortgagor has not accepted and shall not accept any prepayments of rents, income, royalties, interest, profits and other payments due under any Lease, except that payments may be accepted not more than one month in advance of their due date; (h) there are no offsets, defense or counterclaims to the payment of any amount due Mortgagor under any Lease; (i) Mortgagor shall not consent to the cancellation, surrender, modification, or amendment of any Lease without the prior written consent of FICC; (j) Mortgagor shall perform all of its covenants and agreements as lessor or land contract vendor under each Lease, and will not suffer or permit to occur any release of liability of any lessees or the accrual of any right in any lessee to withhold payment of rent; (k) Mortgagor shall give prompt notice to FICC of any notice of Mortgagor's default received from any lessee or from any other person, and furnish FICC with complete copies of any such notice; (l) prior to the exercise by FICC, as assignee of each Lease, of FICC's right to enforce the assignment and collect the rents, Mortgagor shall enforce the Leases and all remedies available to Mortgagor against each lessee short of termination of the Lease; (m) it has the complete right and authority to assign the lease and the current or future leases to FICC; (n) Mortgagor shall not transfer, assign, convey, encumber or otherwise transfer any interest in the rent or leases other than to FICC; and (o) Mortgagor shall not consent to any assignment or sublease of the Tenant's interests in the Lease without the written consent of Lender.

4. SECURITY AGREEMENT AND FINANCING STATEMENT.

4.1 To secure payment of the Note and prompt payment and satisfaction of all Obligations, Mortgagor hereby ASSIGNS and GRANTS to FICC a continuing security interest in and lien against the following assets whether now owned or subsequently acquired or arising: Contract Rights; Fixtures; building materials and equipment related to the Premises in which Mortgagor now has or subsequently acquires any interest, whether or not the materials and equipment are located on the Premises; any personal property now or in the future in possession of FICC but belonging to Debtor; any balance of any deposit account(s) with FICC, and all proceeds, products, profits, or royalties of any of the foregoing, all of which may be applied by FICC against the Obligations upon an Event of Default.

4.2 Fixture Filing. Mortgagor and FICC agree that this Mortgage shall constitute a financing statement and fixture filing under the Code with respect to all "fixtures" (as defined in the Code) attached to or otherwise forming a part of the Premises and that a security interest in and to such fixtures is hereby granted to FICC. For purposes of the foregoing, FICC is the secured party and Mortgagor is the debtor and the collateral covered by this financing statement shall be all items of property contained within the definition of the "Premises" which is or becomes a fixture on the Premises or any other real estate contained within the definition of the Premises. Mortgagor irrevocably appoints FICC as Mortgagor's attorney in fact with an interest in the collateral and for the purpose of executing, recording, filing, re-recording and re-filing any such documents for and in the name of Mortgagor.

4.3 All agreements, obligations and warranties of Debtor and Mortgagor contained in this Mortgage shall be deemed to apply to all Collateral regardless of whether express reference to "Collateral" is made.

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5. TITLE, AUTHORITY AND WARRANTIES.

Mortgagor has the power and authority necessary to execute and deliver this Mortgage and each Security Document. Mortgagor is well seized of the Premises and all other Collateral in marketable fee simple, free from all encumbrances and charges. All Leases are subordinate to this Mortgage. The lien of this Mortgage is a first lien upon the Collateral. Mortgagor owns all of the Fixtures free and clear of any lien, security interest, encumbrance or adverse claim except for the lien granted by this Mortgage, and will in like fashion own all Fixtures brought on, or attached in any manner to, the Premises for use on connection with the Premises. Mortgagor will forever warrant and defend the Collateral against all claims and demands and shall not permit a lien or encumbrance of any nature to attach to the Collateral which might take precedence over the lien of this Mortgage, except as expressly allowed by the terms of this Mortgage or in writing signed by an officer of FICC specifically referring to this Mortgage. The Collateral is not used or bought for personal, family or household purposes.

The Mortgagor warrants, covenants and agrees: (i) to defend FICC against any and all claims against the Premises whatsoever, and the lien created hereby is and will be kept a first lien upon the premises and every part thereof.

6. SATISFACTION OF OBLIGATIONS.

Mortgagor covenants, promises and represents that the debt evidenced by the Note, and any and all other Obligations of Mortgagor to FICC, shall be promptly satisfied in accordance with the terms of the Note and the Security Documents. The liability of Mortgagor to FICC under this Mortgage shall be absolute and unconditional, without regard to the liability of any guarantor, accommodation party, surety, or other party primarily or secondarily liable for any of the Obligations.

7. TIME OF ESSENCE.

TIME IS OF THE ESSENCE TO THIS MORTGAGE AND TO EACH PROVISION OF IT.

8. INSURANCE.

8.1 Mortgagor shall insure the Collateral for the benefit of FICC against loss or damage by the perils covered by standard fire and other hazard insurance policies with windstorm, casualty, vandalism, malicious mischief and other extended cover (in so called "all-risk" forms) in amounts required by FICC, and shall obtain such other insurance as FICC may from time to time reasonably require. Mortgagor shall also obtain and keep in force public liability and property damage insurance upon the Premises in amounts approved from time to time by FICC. Builder's all risk insurance shall be obtained during construction of Improvements and any repair or restoration of the Premises in the minimum amounts for Hazard Insurance and Public Liability required by FICC. If the Premises are located in an area which has been identified as a flood hazard area by the Secretary of the U.S. Department of Housing and Urban Development and flood insurance has been

made available, Debtor will keep the Premises insured for the maximum amount available (but not in excess of the amount of the Note). All policies shall be with companies approved by FICC and shall provide that they may not be canceled or reduced in amount or scope of coverage without thirty (30) days prior written notice to FICC. Mortgagor shall deliver to FICC certification or true copies of all policies of insurance as Collateral and further security for satisfaction of the Obligations, with loss payable clauses to FICC without contribution and with mortgagee clauses satisfactory to FICC. Renewal policies shall be delivered to and held by FICC with premiums fully paid, at least ten (10) days before the expiration of any existing policy.

8.2 In the event of material loss, Mortgagor shall give immediate notice in writing to FICC. For the purpose of this section, material shall mean in excess of One Thousand (\$1,000) Dollars. FICC may make proof of loss if not promptly made by Mortgagor. FICC is authorized and empowered to settle, adjust or compromise, without the consent of Mortgagor, any claims for loss, damage or destruction under any policy of insurance if Mortgagor shall fail to refuse to make its claim within thirty (30) days of the date of occurrence of such loss. FICC is authorized to collect, receive and receipt for such insurance proceeds in the name of FICC and Mortgagor, and to endorse Mortgagor's name upon any check received whether or not FICC filed a claim on behalf of the Mortgagor.

8.3 Insurance proceeds may be used by Mortgagor to restore the Improvements, subject to the following conditions precedent:

- (a) Such proceeds, together with funds made available by Mortgagor, shall equal the cost of restoration of the Improvements as determined by an independent estimate satisfactory to FICC;
- (b) Plans for such restoration shall be delivered to and approved by FICC;
- (c) Mortgagor shall grant to FICC, rights to supervise such restoration, in accordance with FICC's standard construction loan practices and procedures;
- (d) The tenants of the Premises confirm their tenancy and do not exercise any right they may have to terminate their leases of the Premises because of such casualty loss;
- (e) No Event of Default exists and no event exists which would constitute an Event of Default with the giving notice or lapse of time or both; and
- (f) FICC shall reasonably determine that there has been no substantial impairment of either:
 - (1) the ability of Debtor to make payments on, or to satisfy, any of the Obligations when due; or
 - (2) the total value of all Collateral, including all insurance proceeds.

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If any of the foregoing conditions are not satisfied, as determined by FICC in its sole discretion, then such insurance proceeds shall not be used to restore the Improvements and such proceeds shall instead be used to satisfy the Obligations whether or not due and payable at that time.

9. INDEMNIFICATION; SUBROGATION; WAIVER OF OFFSET.

9.1 If FICC is made a party to any litigation concerning this Mortgage or the Premises or any part thereof or interest therein, or the occupancy thereof by Mortgagor, or in any litigation arising out of any claim by any person against FICC which would not have been asserted were it not for FICC's relationship with the Mortgagor, then Mortgagor shall indemnify, defend and hold FICC harmless from all liability by reason of said litigation, including reasonable attorney's fees and expenses incurred by FICC in any such litigation, and the allocated costs of in-house legal counsel of FICC whether or not any such litigation is prosecuted. The provisions of this Section shall survive (i) the repayment of all sums due under the Note and the other instruments securing in whole or in part the Obligations, (ii) the satisfaction of all other Obligations of the Mortgagor, and (iii) any discharge of this Mortgage.

9.2 Mortgagor waives any and all right to claim or recover against FICC, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Premises, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

9.2 All sums payable by Mortgagor under this Mortgage shall be paid without notice, demand, counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Obligations of Mortgagor shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of any condemnation or similar taking of the Premises or any part thereof; (ii) any restriction or prevention of or interference with any use of the Premises or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to FICC or any action taken with respect to his Mortgage by any trustee or receiver of FICC, or by any court, in any such proceeding; (v) any default or failure on the part of FICC to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Mortgagor waives all rights now or subsequently conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of any sum secured by this Mortgage and payable by Mortgagor.

10. IMPOSITIONS AND LEGAL REQUIREMENTS.

Mortgagor represents and warrants that all Impositions which have been assessed prior to the date of this Mortgage and which are now due, overdue or delinquent have been fully paid and satisfied. Mortgagor shall pay all Impositions now or subsequently assessed, as they become due and payable and prior to the date when they become delinquent. Mortgagor shall present to

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FICC receipts or other evidence of the timely payment of all Impositions. FICC may contest any Imposition, in its own name at its own expense. Mortgagor shall also comply with all Legal Requirements.

11. ENVIRONMENTAL WARRANTIES, COMPLIANCE AND INDEMNIFICATION.

11.1 Mortgagor represents, agrees and warrants that: (a) Mortgagor has not used Hazardous Materials on, from or affecting the Premises; (b) Mortgagor has no knowledge of any use by any prior owner of the Premises or any prior or exiting tenant, subtenant or occupant of Hazardous Materials on, from or affecting the Premises; and (c) Mortgagor has never received any written or other notice of any violations of Legal Requirements governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials which in any manner relate to or affect the Premises, and has no knowledge of any action commenced or threatened by any party for non-compliance with such Legal Requirements.

11.2 Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle or dispose of, transfer, produce or process Hazardous Materials. Mortgagor shall not cause or permit, as a result of any intentional or unintentional acts or omissions on the part of Mortgagor or any tenant, subtenant or occupant of the Premises, a release of Hazardous Materials onto the Premises or onto any other property. Mortgagor shall allow FICC or its agents access to the Premises at any time to confirm Mortgagor's continuing compliance with Mortgagor's covenants under this Section 11 and FICC may, in FICC's sole discretion, hire an environmental consultant at Mortgagor's sole cost and expense to inspect the Premises and to advise FICC concerning Mortgagor's compliance with such covenants.

11.3 If Hazardous Materials are subsequently discovered on the Premises or if FICC in good faith believes that Hazardous Materials may be on, under, from or affecting the Premises, Mortgagor shall conduct and complete all investigations, studies, sampling and testing, and shall take all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under from or affecting the Premises in accordance with all applicable Legal Requirements to the reasonable satisfaction of FICC, and in accordance with the orders and directives of all federal, state and local governmental authorities.

11.4 Mortgagor shall defend, indemnify, and hold harmless FICC, its employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including, without limitation, reasonable attorney's and consultant's fees and the allocated cost of in-house legal counsel of FICC, investigation and laboratory fees, court costs and litigations expenses, known or unknown, contingent or otherwise, arising out of, or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, improvements, buildings, personal property, persons, or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the

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Premises, and/or (d) any violation of Legal Requirements or any written policies or reasonable requirements of FICC which are based on or in any way related to such Hazardous Materials used on or on the Premises.

11.5 Mortgagor agrees that if the Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to FICC free of any and all Hazardous Materials so that the conditions of the Premises shall conform with all applicable Legal Requirements affecting the premises.

11.6 The provisions of this Section shall be in addition to any and all other Obligations and liabilities the Mortgagor may have to FICC at common law, and shall survive (i) the repayment of all sums due under the Note and the other instruments securing in whole or part the Obligations, (ii) the satisfaction of all other Obligations of the Mortgagor, and (iii) any discharge of this Mortgage.

12. TAX AND INSURANCE ESCROW.

Subject to applicable law and to FICC's partial or total waiver, which waiver may be rescinded from time to time, on the day monthly payments are due under the Note, Mortgagor shall as additional security, pay to FICC escrow to amounts equal to one-twelfth (1/12) of the annual Impositions plus one-twelfth (1/12) of the annual insurance premiums for insurance coverage which Mortgagor is required by this Mortgage to maintain. During any period FICC's waiver of this escrow requirement is in effect Mortgagor shall pay all Impositions plus all premiums for insurance required under this Mortgage. These escrow amounts shall be added to any escrow amounts required by FICC at the time this Mortgage is made or otherwise. The required escrow amounts may be determined by FICC based upon current date and reasonable estimates of future Impositions and insurance premiums. No interest shall be paid to Mortgagor on the amounts held in escrow. FICC shall not charge for holding and applying the funds, analyzing the escrow, or verifying the Impositions or insurance premiums unless FICC paid Mortgagor interest on the escrowed funds and applicable law permits FICC so to charge. If the amount of the escrow, together with future escrow payments, shall exceed the amount required to pay Impositions or insurance premiums when due, the excess shall be either repaid to Mortgagor or credited to Mortgagor on future monthly payments for escrow, at Mortgagor's option. If the amount of the escrow is not sufficient to pay Impositions or insurance premiums when due, Mortgagor shall pay to FICC the amount necessary to cure the deficiency in or more payments as required by FICC. Upon satisfaction of all Obligations, FICC shall refund to Mortgagor all escrow funds held by it. Upon an Event of Default, FICC may set off (with or without acceleration of the Note) all or part of the escrow amount to satisfy all or any part of the Obligations. If the Premises are sold under this Mortgage, FICC shall apply all escrow funds to the Obligations no later than immediately prior to the sale.

13. REPAIRS AND WASTE; REMOVAL OF FIXTURES.

13.1 Mortgagor shall (a) maintain the Premises in good condition and repair, including all on-site paved parking areas, roadways, and landscaped areas; (v) not commit or suffer any waste of the Premises; (c) promptly repair, restore, replace, or rebuild any part of the Premises which may

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be damaged or destroyed by any casualty or which may be affected by any proceeding of the character referred to in Section 15; (d) within a reasonable time, complete and pay for any structure at any time in the process of construction on the Premises; (e) not initiate, join in or consent to any change in any restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of any portion of the Premises; (f) not demolish, sell, lease, remove or dispose of any Improvements or Fixtures without the written consent of FICC, except that Mortgagor may dispose of obsolete, defective or worn-out Fixtures without FICC's consent if replaced with suitable Fixtures in good condition and owned by Mortgagor free from any lien or security interest except Permitted Liens; and (g) not remove, sell or dispose of any soil or fill dirt from the Premises without written consent of FICC. Upon written notice to FICC, Mortgagor may sell any crops and livestock in the ordinary course of business. All repairs and replacements shall be of at least equal type, quality and specification to the original item repaired or replaced. Notwithstanding anything above to the contrary, it is so intended that Mortgagor shall have the right at any time and in its sole discretion to add Improvements to any portion of the Premises without consent or permission of FICC, provided that, any such Improvements shall be subject to the lien of this Mortgage.

13.2 Mortgagor shall comply, or cause to be complied with: (a) all terms and provisions of each insurance policy covering or applicable to the Collateral or any part of the Collateral, all requirements of the issuers of all such policies, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Collateral or any part of the Collateral or any use or condition of the Premises; and (b) all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, directions and other governmental departments, commissions, ordinary or extraordinary, foreseen or unforeseen, which now or at any time thereafter may be applicable to the Collateral or any part of the Collateral, or to any of the streets, alleys, passageways, sidewalks, curbs, gutters, vaults and vault spaces adjoining the Collateral or any part of the Collateral, or to any use or condition of the Collateral or any part of the Collateral.

13.3 If after ten (10) days written notice and demand by FICC to cure, Mortgagor has failed or refused to pay any Imposition or any insurance premium upon policies covering the Premises when due, such failure or refusal shall constitute waste in accordance with the provisions of Illinois Law. Upon the happening of either or both of those acts of waste and on application made by FICC to a court of competent jurisdiction, FICC shall be entitled to the appointment of a receiver of the Premises, with such powers as a court making that appointment shall confer. Mortgagor irrevocably consents to and waives any notice of application for that appointment. Payment by FICC for and on behalf of Mortgagor of any delinquent tax or insurance premium, property payable by Mortgagor under the terms of this Mortgage, shall not cure Mortgagor's default nor shall it in any manner impair FICC's right to the appointment of a receiver because of that Event of Default.

14. PAYMENTS BY FICC.

Upon any failure by Mortgagor to observe or perform any covenant of this Mortgage or any Security Document, or if any representation in this Mortgage is, or becomes false, FICC may, at its option, and in a manner reasonable under the circumstances, make any advances or incur any

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expenses or otherwise act as in its judgment may seem advisable to protect FICC's security or carry out covenants of Mortgagor or to make true any representation of Mortgagor. All advances, costs and expenses (including reasonable attorneys' fees and the allocated costs of in-house legal counsel of FICC) made, paid or incurred by FICC under this Mortgage for the protection of FICC's security or rights in connection with the premises, or in foreclosure proceedings commenced and subsequently abandoned, or in any dispute or litigation to which FICC or the holder of the Note may become involved by reason of or arising out of this Mortgage, or to carry out any Obligation of Mortgagor, shall be paid by Mortgagor to FICC upon demand with interest from the date of advance or payment, until repaid, at the maximum default rate provided in the Note. All sums payable by Mortgagor to FICC under this Section shall be additional Obligations of Mortgagor, secured by the lien of this Mortgage. Nothing contained in this Section shall require FICC to incur any cost or expense or take any action.

15. EMINENT DOMAIN.

Mortgagor shall give FICC prompt written notice of any actual or proposed Taking. Mortgagor shall continue to satisfy the Obligations in the event of any Taking. In the event of a Partial Taking of any single parcel, any award or payment may, in whole or in part and at FICC's option, be retained and applied by FICC (without penalty or surcharge) upon the last maturing installments of the Note, or any other part of the Obligations or paid over to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises, or for any other purpose or object satisfactory to FICC. FICC shall have no obligation to control, supervise or administer, and no liability whatever in connection with, the application of any amount paid over to Mortgagor. If prior to the receipt of the award or payment by Mortgagor the Premises shall be sold on foreclosure of this Mortgage, then FICC shall have the right to receive and retain that portion of the award or payment equal to any deficiency due upon sale (whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied) with interest and the reasonable attorneys' fees, costs and disbursements incurred by FICC in connection with collection of that award or payment. Any award or payment for a Total Taking of any single parcel shall be paid solely to FICC and applied by it on the Obligations, without penalty or surcharge, and the excess, if any, shall be paid to the Mortgagor. Any reduction in the principal sum resulting from the application by FICC of any such award or payment shall take effect only on the date of actual receipt by FICC. The provisions of this Section shall not apply to any award for, or any portion of any award allocated for, loss of business.

16. FINANCIAL REPORTS.

In addition to any reporting requirements set forth in the Security Documents, Mortgagor shall, unless waived in writing by FICC, provide FICC with Mortgagor's balance sheet and statement of income, together with a statement of all income and expenses in connection with the Premises, in such detail as shall reasonably be required by FICC, within ninety (90) days after the end of each fiscal year, certified by Mortgagor to be true and correct.

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17. INSPECTION.

FICC and persons authorized by it shall have the right to enter and inspect the Premises at all reasonable times during normal business hours, upon twenty-four (24) hours notice to Mortgagor.

18. ESTOPPEL CERTIFICATE.

Mortgagor shall, at FICC's request, furnish FICC or any person designated by it with a certified statement in form satisfactory to FICC showing as of the date of the certificate the unpaid principal balance and accrued interest on the Note and stating that Mortgagor is not in default under this Mortgage (or describing any default), and that Mortgagor has no defense, right of set off or counterclaim to the payment of any portion or all of the Note or the observance or performance of any Obligation (or describing any such defense, set off, or counterclaim). Any purchaser or assignee of the Note or Security Documents, or any interest therein, may rely on such certificates.

19. DUE ON SALE OR ENCUMBRANCE.

Mortgagor shall not convey or transfer any right, title or interest in the Premises, or any portion of it, whether legal or equitable, voluntary or involuntary and whether by outright sale, deed, installment contract, land contract, leasehold interest for greater than one year, option or lease with an option. Mortgagor shall not execute any mortgage, chattel mortgage, security agreement, deed of trust or other document or agreement granting a lien against the Premises without FICC's prior written approval, and then only when the document granting that lien (a) has been approved in writing by FICC and (b) expressly provides that it is subject to the lien of this Mortgage for the full amount of the obligations and is subject and subordinate as well to any then existing leases affecting the Premises. Upon the occurrence of any of the foregoing events of transfer or encumbrancing, FICC may at its sole election immediately declare this Mortgage, the obligations and all other sums secured hereby to be due and payable even though the time for payment shall not then have otherwise expired. If FICC declares the Mortgage to be due and payable, FICC may exercise all of its rights and remedies under this Mortgage.

20. EVENTS OF DEFAULT.

20.1 The term "Event of Default" means any of the following: (a) any nonpayment when due [after a grace period, without notice, of five (5) days] of any Obligation of the Debtor and Mortgagor or either of them to FICC; (b) any default in the performance of any term, agreement, covenant or condition contained in this Mortgage or in any Guaranty or other Security Document after notice and a ten (10) day opportunity to cure, which the parties deem to be reasonable. FICC's requirement for notice and a ten (10) day opportunity to cure applies only to a default under Subsections 20.1 (b), (c), (d), (e) and (f). It does not apply to any other subsection. For example, if the Debtor and Mortgagor or either of them files a bankruptcy petition (Section 20.1 [j]), an Event of Default has occurred without notice or opportunity to cure; (c) the Debtor or Mortgagor or either of their failure to account, to FICC's satisfaction, at such time or times as FICC may require for any of the Collateral or proceeds thereof; (d) the failure of Debtor and Mortgagor or either of them to provide FICC with such financial and other information promptly when requested by FICC; (e) the

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Debtor and Mortgagor or either of them shall fail to pay all or any part of the principal of or interest on any indebtedness of or assumed by the Debtor and Mortgagor or either of them for borrowed money as and when due and payable, whether at maturity, by acceleration or otherwise, and such default shall not be cured within the period or period of grace, if any, specified in the evidences of such indebtedness; (f) the existence or declaration of a default under any agreement (including any mortgage, lease, land contract, security agreement or other arrangement) creating land contract, security agreement or other arrangement) creating a lien, encumbrance or security interest in; or evidencing the sale, assignment or transfer of any interest in or to any of the Collateral; (g) if any representation, warranty, certificate, financial statement or other information made or given by Debtor and Mortgagor or either of them or any guarantor or surety for the obligations to FICC is materially incorrect or misleading or omits to state any fact necessary to keep the statements from being materially misleading (h) the dissolution, merger or consolidation of any Debtor and Mortgagor or either of them or any guarantor or surety of the Obligations or if any agreement for such dissolution, merger or consolidation is entered into without the written consent of FICC; (i) the death, insolvency, bankruptcy or adjudication of mental incompetency of any Debtor and Mortgagor or either of them, guarantor or surety of the obligations; (j) the occurrence of: [1] the Debtor and Mortgagor or either of them becoming insolvent or bankrupt or ceasing, being unable or admitting in writing its inability to pay its debts as they mature, or making general assignment for the benefit of, or entering into a composition or arrangement with creditors; [2] procedures for the appointment of a receiver, trustee or liquidator of Debtor and Mortgagor or either of them or of a substantial part of its assets, being authorized or instituted by or against it; or [3] proceedings under the United States Bankruptcy Code or other bankruptcy, reorganization, readjustment or debt, insolvency, dissolution, liquidation or other similar law of any other jurisdiction being authorized or instituted by or against the Debtor and Mortgagor or either of them; provided, however, that if the bankruptcy or insolvency proceedings are involuntary, the Debtor and Mortgagor or either of them shall have a period of ten (10) days to obtain an order dismissing the proceedings; (k) any judgment against or levy, execution, attachment or other proceedings commenced or obtained in connection with the judgment or otherwise against, or receiver appointed of, or writ of attachment or garnishment issued against the Debtor and Mortgagor or either of them which shall remain outstanding and unsatisfied, unbonded or unstayed for ten (10) days after the date of entry of the judgment; (l) if FICC in good faith reasonably believes that the value of the Collateral securing the Obligations or the ability of the Debtor and Mortgagor or either of them to pay or satisfy the Obligations to FICC is or will soon be, impaired, time being of the essence; (m) the termination or any guaranty securing any of the Obligations; (n) the Debtor and Mortgagor or either of them shall suffer [1] a casualty as to any material asset or assets used in the conduct of Debtor and Mortgagor's and either of their business which is not, except for deductibles acceptable to FICC, fully covered by property insurance conforming to the requirements of FICC or [2] the occurrence of any substantial change in the existing or prospective business operations or financial condition of Mortgagor which FICC determines in good faith to have a Material Adverse Effect; or (o) this Mortgage, the Note or any Security Document shall cease to be legal, valid, binding agreements enforceable against any party executing the same in accordance with the respective terms thereof or shall in any way be terminated or become or be declared ineffective or inoperative or shall in any way whatever cease to give or provide the respective liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be granted thereby.

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20.2 UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT FICC MAY DECLARE THE UNPAID BALANCE OF THE NOTE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT NOTICE TO DEBTOR. Except as specifically set for in Subsections 20.1(b), (c), (d), (e) and (f) and upon any such declaration, without notice, the Note and all Obligations of the Mortgagor and Debtor and/or either one of them to FICC, shall be immediately due and payable anything in this Mortgage or any of the Security Documents to the contrary notwithstanding. In any event, the institution of foreclosure proceedings by FICC shall constitute the declaration of the acceleration of all Obligations. Upon an Event of Default, FICC may procure surveys, abstracts of title, tax histories or title insurance policies, and the cost of such items shall be added to the Obligations, to be payable at once, with interest at the default rate of interest provided in the Note.

21. REMEDIES.

At any time after an Event of Default, FICC may sue, with respect to this Mortgage, the Note or the Security Documents, to enforce the payment of any sum or the performance of any of the Obligations, for the recovery of damages or for any other reason at any time or times and without regard to the existence of additional causes of action or whether or not all or any portion of the Obligations shall be due. Any such suit by FICC shall not prejudice the right thereafter to institute other suits (including foreclosure), or to foreclose this Mortgage based on the Events of Default in existence at the time of any earlier action or afterwards. The rights, remedies and benefits provided to FICC shall be cumulative and shall not be exclusive of any other rights, remedies or benefits allowed by law and may be exercised either successively or concurrently.

22. APPLICATION OF PROCEEDS OF FORECLOSURE OR OTHER SALE.

The proceeds of any foreclosure (or partial foreclosure) or other sale of the Premises shall be distributed and applied in the following order of priority: First, to all costs and expenses incident to the foreclosure proceedings or other sale; second, to all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as provided herein or on the other loan documents; third, to all principal and interest remaining unpaid on the Note; and fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear or to any other party legally entitled thereto.

23. SALE IN PARCELS.

In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Collateral may be sold in one parcel and as an entirety or in such parcels manner and order as FICC in its sole, but reasonable, discretion may elect. Mortgagor waives the right to require any such sales to be made in parcels or the right to select such parcels.

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24. COLLECTION OF RENTS AND LAND CONTRACT PAYMENTS AFTER DEFAULT.

24.1 After an Event of Default, FICC and its agents are authorized to enter the Premises for the purpose of delivering any and all notices and other communications to the tenants or occupiers of the Premises as needed by FICC to exercise its rights under this Mortgage. After notice has been provided, any lessee, tenant, vendee or occupant shall be required to pay all rent, income, royalties, interest, profits, and any other payments (collectively "Rent") under any Lease to FICC. Mortgagor hereby authorizes and directs the lessee named in every Lease (upon receipt from "FICC" of written notice to the effect that "FICC" is the then holder of the Note and this Mortgage and that the Note is matured), to pay over to FICC all Rent and to continue so to do until otherwise notified by FICC. Mortgagor shall have no claim against any tenant, lessee, vendee or occupier for any rent, income, royalties, interest, profits and other payments paid to FICC.

24.2 FICC shall be empowered, but shall be under no duty, to collect the rents, income, royalties, interest, profits and any other payments from any and all Leases; to enforce payment and any and all other terms and provisions of each and every Lease; to exercise all the rights and privileges of Mortgagor under each and every Lease, including the right to fix and modify rents; to demand and sue for possession of the Premises covered by any such Lease; and to relet the Premises or any part of the Premises and to collect the rent, income, royalties, interest, profits and any other payments from the reletting.

24.3 Upon an Event of Default, the Mortgagor shall, after demand for possession by FICC, deliver and surrender possession of the Premises to FICC which shall thereafter take over and assume the management, operation and maintenance of the Premises and perform all acts necessary and proper and to expend such sums out of the income of the Premises as may be useful in connection with the Premises, in the same manner and to the same extent as the Mortgagor previously might do, including the right to establish new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants. The Mortgagor releases all claims against FICC arising out of such management, operation and maintenance, excepting the liability of FICC to account as specifically set forth in this Mortgage.

24.4 FICC shall, after payment of all proper charges and expenses, including reasonable compensation to such managing agent as it shall select and employ, and after the accumulation of a reasonable reserve to meet taxes, assessments, water rents and fire and liability insurance in requisite amounts, credit the net amount of income received by FICC from the Premises by virtue of this Mortgage to the obligations. The manner of application, reasonableness of costs, charges and expenses, and choice of items which shall be credited thereby shall be within the sole discretion of FICC. FICC shall only be accountable for funds actually received by it.

24.5 FICC shall not be liable for any loss sustained by the Mortgagor resulting from FICC's failure to lease the Premises after such maturity or from any other act or omission of FICC either in collecting the rents, issues and profits under this Mortgage or, if FICC shall have taken possession of the Premises described in the Lease and/or this Mortgage, in managing the premises

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after such maturity unless such loss is caused by the willful misconduct of FICC. Further, FICC shall not be obligated to perform or discharge, nor does FICC hereby undertake to perform or discharge any obligation, duty or liability under the Lease, and the Mortgagor shall, and does hereby agree, to indemnify FICC for, and to hold FICC harmless from any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Mortgage and from any and all claims and demands whatever which may be asserted against FICC by reason of any alleged obligations or undertaking on FICC's part to perform or discharge any of the terms, covenants or agreements contained in any Lease should FICC incur any such liability under any Lease or under or by reason of this Mortgage, or in defense of any such claims or demand, the amounts of such liability, including costs, expenses and reasonable attorney's fees, shall be secured by this Mortgage and the Mortgagor shall reimburse FICC therefore immediately upon demand and upon the failure of Mortgagor to do so, FICC may, at its option, following such notice and right to cure, if any, as may be provided in this Mortgage, to declare all sums secured thereby and by this Mortgage, immediately due and payable. It is further understood that this Mortgage shall not operate to place responsibility for the control, care, management, or repair of the Premises upon FICC, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make FICC responsible or liable for any waste committed on the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep or repair of the Premises or for any negligence in the management, upkeep repair or control of the Premises resulting in the loss or injury or death to any tenant, licensee, employee or stranger.

24.6 Mortgagor agrees that an entry upon the Premises by FICC or its agents under the terms of this instrument shall not constitute FICC a "mortgagee-in-possession".

24.7 If Mortgagor fails, refuses or neglects to deliver or surrender possession, FICC shall be entitled to appointment of a receiver of the Premises, its earnings, income, interest, issue and profits. The receiver shall have such powers as might be necessary to protect the Collateral and FICC's rights.

25. LIABILITY UNDER LEASE.

25.1 Mortgagor shall indemnify and hold FICC harmless of any and from any and all liability, loss or damage including reasonable attorney fees and the allocated costs of in-house legal counsel of FICC which FICC may incur under any Lease or through any demands whatever which may be asserted against FICC by reason for any alleged Obligation or undertaking to be performed or discharged by FICC under any lease or this Mortgage. Nothing contained in this Mortgage shall be construed to bind FICC to the performance of any of the terms and provisions contained in any Lease, to make FICC a mortgagee in possession, to require it to make payments or otherwise to impose any obligation on FICC, including without limitation, any liability under the covenants of quiet enjoyment contained in any Lease in the event that the lessee(s) are barred and foreclosed of all right, title, interest and equity of redemption in the Premises. FICC shall not be liable or responsible for waste committed upon the Premises by any lessee or other party, or for any negligence in the management, upkeep, repair or control of the Premises resulting in damage, loss, injury or death to any lessee, licensee, employee or stranger. Prior to actual entry into and taking

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possession of the Premises by FICC, this Mortgage shall not operate to place responsibility upon FICC for the control, custody, care, management or repair of the Premises, or for the carrying out of any of the terms or provisions of any Lease.

25.2 If FICC incurs a liability by reason of actual entry into and taking of possession, or for any other reason or occurrence, or if FICC sustains loss or damage under any Lease or under or by reason of this Mortgage or in the defense of any such claims or demands, Mortgagor shall upon demand reimburse FICC for the full amount of the liability, loss or damage, including interest at the highest default rate set forth in the Note, together with costs of in-house legal counsel for FICC. Upon incurring or sustaining any such liability, loss or damage, FICC may obtain or retain possession of the Premises and collect the rents, income, royalties, interest, profits and any other payments, and from time to time apply them toward satisfaction of, or reimbursement for, that liability, loss or damage, and the liability of Mortgagor for the liability, loss or damage incurred or sustained by FICC shall be included in the Obligations secured by this Mortgage.

25.3 The provisions of this Section shall survive (i) the repayment of all sums due under the Note and the other instruments securing in whole or in part the Obligations, (ii) the satisfaction of all other Obligations of Mortgagor, and (iii) any discharge of this Mortgage.

26. MARSHALING OF ASSETS.

Mortgagor acknowledges that FICC may have previously received, and may subsequently receive, other security for the Obligations. Mortgagor understands that under certain circumstances Mortgagor may have the right to assert or compel a marshaling of assets or to cause the application of legal or equitable principals such as inverse order of alienation or similar principals. Notwithstanding the foregoing, Mortgagor expressly agrees that upon the occurrence of an Event of Default, FICC may pursue any of its rights and remedies with respect to all security granted to FICC to secure the obligations, including release of any portion of such security by FICC. Such rights and remedies may be pursued against any and all such security, real or personal or any portion thereof in any order FICC elects, without regard to marshaling of assets, inverse order of alienation, or similar principals, equitable or otherwise, purporting to limit the discretion of FICC in the exercise of its rights against such security. Mortgagor waives all of its rights to compel a marshaling of assets or an application of the inverse order of alienation.

27. NON-WAIVER.

27.1 Acceptance by FICC of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and shall not be deemed an accord and satisfaction, reinstatement, a waiver or a compromise of any sum or duty owing or of any Event of Default existing under this Mortgage. FICC shall not by any act or omission or commission be deemed to waive any of its rights or remedies under this Mortgage or any Security Document unless such waiver is in writing and signed by FICC and then only to the extent specifically set forth in the writing. A waiver of any Event of Default shall not be construed as continuing or as a bar to or waiver of any right or remedy on a subsequent Event of Default.

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27.2 Neither Mortgagor nor any other person now or in the future liable for the payment of, or satisfaction of, the whole or any part of the Obligations shall be relieved by reasons of FICC's failure to comply with any request of Mortgagor or of any other person to take action to foreclose this Mortgage or otherwise enforce any of its provisions or by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and FICC extending the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of Mortgagor or such other person. In the latter event, Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such agreement or extension or modification unless they are expressly released and discharged by FICC in writing.

Regardless of consideration, and without the necessity of or any notice to or consent by the holder of any subordinate lien on the Premises, FICC may release anyone at any time liable for any of the Obligations or any part of the security held for the Obligations and may extend the time of payment or otherwise modify the terms of the Note, the Mortgage or the security Documents without, as to the remaining security, in any manner impairing or affecting the payment of the Obligations, as extended or modified, over any subordinate lien. The holder of any subordinate lien shall have no right to terminate any Lease, whether or not it is subordinate to this Mortgage.

28. NOTICES.

Any notice, demand or communication (collectively "Notice") under or in connection with this Mortgage or other Security Document shall be effective upon either (a) actual delivery of it; (b) confirmed transmission by facsimile telephone transmission; or (c) the date when deposited in the United States mail, postage prepaid (either by first class mail or certified mail, return receipt requested). The Notice shall be addressed to Mortgagor at its address in Recital C and to FICC at the address stated in the Preamble on the first page of this Mortgage. Any party may change the address to which a Notice is to be sent by notice in writing to all parties to this Mortgage in accordance with the foregoing; provided that Mortgagor may not designate an address outside of Michigan. Mortgagor maintains a place of business in Michigan. Mortgagor shall immediately notify FICC in writing of any change in its mailing address as set forth in Recital C.

29. SEVERABILITY.

The rights of FICC arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative. None of them shall be in exclusion of the others. No act of FICC shall be construed as an election to proceed under any one provisions of this Mortgage to the exclusion of any other provision. The invalidity of any of the provisions or caused in this Mortgage or application of them to any person, party or circumstance shall not affect any remaining provisions, clauses or applications which can be given effect without the invalid provision, clause or application. To this end, the provisions of this Mortgage are declared to be severable.

30. USURY SAVINGS CLAUSE.

It is not intended by this Mortgage or the Note to impose upon Mortgagor any obligation to pay interest in excess of the maximum rate of interest permitted by applicable laws. If any interest

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is determined to exceed the maximum rate of interest, the provisions of the Note in this regard shall apply

31. INTERNAL REVENUE CODE REQUIREMENTS.

31.1 Mortgagor shall furnish such information, execute such documents, withhold such taxes and take such other action (or cause the information to be furnished, the documents to be executed, the taxes to be withheld and the action to be taken) as may be requested by FICC to comply with the legal requirements, if any, related to the Premises and this mortgage transaction imposed on FICC by the Internal Revenue Code ("Code"). The "Code" means the internal Revenue Code and all Regulations issued under the Code as now in effect or later amended, the legal requirements under the Code include: (a) Section 6045 of the Code which generally provides that "real estate brokers" shall make returns under regulations prescribed by the Commissioner; (b) Section 1445 of the Code which generally provides that in the case of any disposition of a United States real property interest by a foreign person the transferee is required to deduct 10% percent of the amount realized.

31.2 Mortgagor shall indemnify and hold FICC harmless from any tax, penalty or any withholding tax related to the Premises and this mortgage transaction and any interest or penalty thereon and all related liabilities, costs or expenses including reasonable attorney fees and the allocated costs of in-house legal counsel of FICC.

31.3 The provisions of this Section shall survive (i) the repayment of all sums due under the Note and the other instruments securing in whole or in part the Obligations, (ii) the satisfaction of all other Obligations of the Mortgagor, and (iii) any discharge of this Mortgage.

32. TAXATION OF MORTGAGES.

In the event of the enactment (after the date of this Mortgage) of any applicable law for the purpose of taxation of any lien created under this Mortgage, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debts secured by them, or the manner of the operation of any such taxes so as to affect the interest of FICC, Mortgagor shall bear and pay the full amount of those taxes. However, if for any reason payment by Mortgagor of any such new or additional taxes would be unlawful, or if payment would constitute usury or render the Obligations wholly or partially usurious, FICC may at its option declare the Obligations to be immediately due and payable, or FICC may at its option pay that amount or portion of the tax as would otherwise render the Obligations unlawful or usurious in which event Mortgagor shall concurrently pay the remaining lawful and non-usurious portion or balance of those taxes.

33. EFFECT OF DISCHARGE.

FICC's execution and recordation of a discharge of this Mortgage and/or return of the Note marked "paid" shall not act to release or terminate any obligation under this Mortgage which survives the repayment of sums due under this Note but shall merely act to discharge the lien of this Mortgage.

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34. INDEBTEDNESS MAY EXCEED NOTE FACE AMOUNT.

Mortgagor's successors or assigns are hereby placed on Notice that the Note contains late charge, prepayment and other provisions which may result in the outstanding principal balance exceeding the face amount of the Note.

35. RELEASE OF CLAIMS

Mortgagor hereby RELEASES, DISCHARGES and ACQUITS forever Mortgagee and its officers, directors, trustees, agents, employees and counsel (in each case, past, present or future) from any and all Claims existing as of the date hereof (or the date of actual execution hereof by Mortgagor, if later). As used herein, the term "Claim" shall mean any and all liabilities, claims, defenses, demands, actions, causes of action, judgments, deficiencies, interest, liens, costs or expenses (including court costs, penalties, attorneys' fees and disbursements, and amounts paid in settlement) of any kind and character whatsoever, including claims for usury, breach of contract, breach of commitment, negligent misrepresentation or failure to act in good faith, in each case whether now known or unknown, suspected or unsuspected, asserted or unasserted or primary or contingent, and whether arising out of written documents, unwritten undertakings, course of conduct, tort, violations of laws or regulations or otherwise.

36. COMMERCIAL LOAN

Mortgagor hereby warrants that the Loan is a commercial loan, and that all of the proceeds of the Loan will be used solely to acquire or carry on a business or commercial enterprise. The Real Property is NOT HOMESTEAD PROPERTY of the Mortgagor or of the spouse of any person named as Mortgagor.

37. CROSS-DEFAULT WITH OTHER AGREEMENTS.

Mortgagor expressly acknowledges and agrees that a default in any of the provisions of this Mortgage shall constitute a default in any other agreement or instrument which now exists or may later exist between Mortgagor and FICC and that similarly a breach of any such other agreement or instrument shall constitute an Event of Default in this Mortgage.

38. CAPTIONS.

The captions or titles to sections of this Mortgage are provided for the sake of convenient reference only; and are entirely without substantive effect. They shall not be relied upon to explain, modify or interpret this Mortgage.

39. SUCCESSORS.

Subject to the provisions of this Mortgage, each of the covenants and obligations of this Mortgage shall be binding upon and inure to the benefit of the parties to this Mortgage and their respective legal representatives, successors and assigns.

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40. GENDER AND JOINT LIABILITY.

The gender of terms used in this Mortgage shall be deemed to include every other gender as appropriate. The singular shall include the plural, and the plural shall include the singular. If more than one party executed this Mortgage as Mortgagor, their liability shall be joint, joint and several, and several.

41. OTHER EXISTING SECURITY.

ALL SECURITY, INCLUDING GUARANTIES, MORTGAGES, SECURITY AGREEMENTS, FINANCING STATEMENTS, PLEDGES AND OTHER ARRANGEMENTS FOR COLLATERAL, SECURITY AND SURETYSHIPS, AND THE LIENS, SECURITY INTERESTS AND ENCUMBRANCES CREATED OR REFLECTED UNDER THEM IN EXISTENCE PRIOR TO, AS OF, OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE SHALL, UNLESS SPECIFICALLY DISCHARGED OR TERMINATED BY FICC, CONSTITUTE CONTINUING, ADDITIONAL AND SUPPLEMENTAL SECURITY FOR THE NOTE(S) CONTEMPLATED BY THIS MORTGAGE AND THE OBLIGATIONS. DEBTOR AND FICC AGREE THAT ALL COLLATERAL SECURES ALL OF MORTGAGOR'S OBLIGATIONS TO FICC. IT IS THE EXPRESS INTENT OF THE PARTIES TO CROSS-COLLATERALIZE ALL OF MORTGAGOR'S OBLIGATIONS TO FICC REGARDLESS OF WHETHER OR NOT THE OTHER COLLATERAL IS RELATED OR OF THE SAME KIND AS THE PREMISES.

42. ILLINOIS LAW.

Any proceedings for the foreclosure of this Mortgage or the enforcement of any rights conferred on FICC under its terms shall be governed, construed and enforced in accordance with the laws of the State of Illinois.

43. ILLINOIS STATE SPECIFIC PROVISIONS

43.1 Inconsistencies. In the event of any inconsistencies between the terms of this Article 43 and any other Sections of this Mortgage, the terms and conditions of this Article 43 shall control and be binding.

43.2 Remedies.

A. Upon the occurrence of any Event of Default, or at any time thereafter, Mortgagee may, at its option, proceed to foreclosure the lien of this Mortgage by judicial proceedings in accordance with the laws of the state in which the Premises are located and to exercise any other remedies of Mortgagee provided herein or in the other Loan Documents, or which Mortgagee may have at law or in equity. Any failure by Mortgagee to exercise such option shall not constitute a waiver of its right to exercise the same at any other time.

B. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby becomes immediately due and payable as aforesaid, or whether before or after the institution of proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagor shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Premises relating thereto, and may exclude Mortgagor, such owner and any agents and servants thereof wholly therefrom and may, as attorney-in-fact or agent of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted:

(i) hold, operate, manage and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, whether legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Premises, including without limitation actions for recovery of rent, and actions in forcible detainer, all without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Premises made subsequent to this Mortgage or subordinated to the lien hereof;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Premises, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Premises are subject to the lien hereof and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any such purchaser; and

(v) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Premises as may seem judicious to Mortgagee, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom.

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Without limiting the Generality of the foregoing, Mortgagee shall have all right, power, authority and duties as provided in the IMF Law (as hereinafter defined). Nothing herein contained shall be construed as constituting Mortgagee as Mortgagee in possession in the absence of the actual taking of possession of the Premises.

C. Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may appoint upon petition of Mortgagee, and at Mortgagee's sole option, a receiver of the Premises pursuant to the Illinois Mortgage Foreclosure Law, as amended (Illinois Compiled Statutes 735 ILCS 5/15-1101, et seq.) (the "IMF Law"). Such appointment may be made either before or after sale, without notice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby; without regard to the value of the Premises at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the IMF Law, including the power to take possession, control and care of the Premises and to collect all rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the indebtedness secured by this Mortgage, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Premises during the whole of any such period. To the extent permitted by law, such receiver may extend or modify any then existing leases and make new leases of the Premises or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser.

D. Any rents, issues, deposits, profits and avails of the Premises received by Mortgagee after taking possession of all or any part of the Premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage shall be applied in payment of or on account of the following, in such order as Mortgagee or, in case of a receivership, as the court, may in its sole and absolute discretion determine:

(i) operating expenses of the Premises (including without limitation reasonable compensation to Mortgagee, any receiver of the Premises, any agent or agents to whom management of the Premises has been delegated, and also including lease commissions and other compensation for and expenses of seeking and procuring tenants and entering into leases; establishing claims for damages, if any, and paying premiums on insurance hereinabove authorized);

(ii) taxes, special assessments, water and sewer charges now due or that may hereafter become due on the Premises, or that may become a lien thereon prior to the lien of this Mortgage;

(ii) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises (including, without limitation, the cost, from time to time, of installing or replacing any personal property therein, and of placing the Premises in such condition as will, in the judgment of Mortgagee or any receiver thereof, make it readily rentable or salable);

(iv) any indebtedness secured by this Mortgage or any deficiency that may result from any foreclosure sale pursuant hereto; and

(v) any remaining funds to Mortgagor or its successors or assigns, as their interests and rights may appear.

E. In the event of any foreclosure sale of the Premises, the Premises may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.

43.3. **Future Advances; Maximum Indebtedness.** All future advances under this Mortgage or under all other agreements at any time made between Mortgagor and Debtor or either of them and Mortgagee shall have the same priority as if the future advance was made on the date that this Mortgage was recorded. This Mortgage shall secure all Indebtedness of Mortgagor, its successors and assigns, under this Mortgage, whenever incurred, and regardless of whether the outstanding Indebtedness is repaid in whole or in part and future advances made at a later date. Notice is hereby given that the Indebtedness secured hereby may increase as a result of any defaults hereunder by Mortgagor and Debtor or either of them due to, for example, and without limitation, unpaid interest or late charges, unpaid taxes or insurance premiums which Mortgagee elects to advance, defaults under leases that Mortgagee elects to cure, attorneys' fees or costs incurred in enforcing the loan documents or other expenses incurred by Mortgagee in protecting the Premises, the security of this Mortgage or Mortgagee's rights and interests.

43.4. **Environmental Representations with Respect to Illinois Responsible Property Transfer Act.** Mortgagor hereby represents, warrants and certifies to Mortgagee that: (i) the execution and delivery of the Note, this Mortgage and the other security documents is not a "transfer of real property" under and as defined in the Illinois Responsible Property Transfer Act, as amended (Illinois Compiled Statutes 765 ILCS 90/1 et seq.) ("IRPTA"); (ii) there are no above ground storage tanks ("ASTs") or underground storage tanks ("USTs") at, upon, over or under the Premises which are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act, as amended (42 U.S.C. §6991); (iii) there is no facility located on or at the Premises which is subject to the reporting requirements of Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986, as amended, and the federal regulations promulgated thereunder (42 U.S.C. § 11022), as the term "facility" is defined in the IRPTA; (iv) during the periods of ownership of the Premises by Mortgagor, and prior to Mortgagor's acquisition of its interest therein, there have

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been no ASTs or USTs at, upon, over or under the Premises; and (v) Mortgagor will not cause or allow any ASTs or USTs to be installed at, upon, over or under the Premises.

43.5. **Waiver of Redemption Rights.** To the full extent permitted by law, Mortgagor agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or after such sale claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption under the Law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

43.6. **Compliance with the Illinois Mortgage Foreclosure Law.**

A. In the event that any provision in this Mortgage shall be inconsistent with any provisions of the IMF Law, the provision of the IMF Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the IMF Law.

B. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the IMF Law, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the IMF Law which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

C. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the IMF Law in the absence of said provision, Mortgagee shall be vested with the rights granted in the IMF Law to the full extent permitted by law.

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D. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under any provisions of the IMF Law, whether incurred before or after any decree or judgment of foreclosure shall be added to the indebtedness hereby secured or by the judgment of foreclosure.

43.7. No Lien Management Agreements. Mortgagor shall include a "no lien" provision in any property management agreement hereafter entered into by Mortgagor with a property manager for the Premises, whereby the property manager waives and releases any and all mechanics' lien rights that the property manager, or anyone claiming through or under the property manager, may have pursuant to 770 ILCS 60/1. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Mortgagee's request, be recorded with the Recorder of Deeds of Cook County, Illinois, as appropriate.

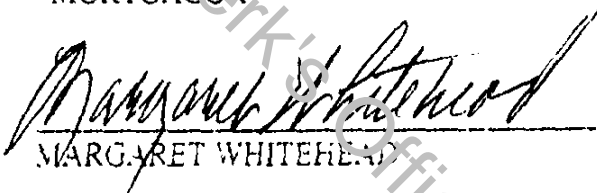
43.8. Fixture Financing Statement. From the date of its recording, this Mortgage shall be effective as a fixture financing statement with respect to all goods constituting part of the Premises which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Debtor:

MARGARET WHITEHEAD
9158 South Ada
Chicago, Illinois 60620

Mortgagor has executed this Mortgage in the day and year indicated above.

"MORTGAGOR"


MARGARET WHITEHEAD

CARL WHITEHEAD

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

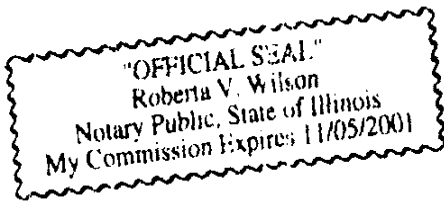
On this 3rd day of MARCH, 1998, before me a Notary Public in and for said County, personally appeared MARGARET WHITEHEAD and CARL WHITEHEAD, who are personally

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known to me to be the persons whose names are subscribed to the within instrument given under my hand and notarial seal this 21st day of February, 1998.



MARCA
Roberta V. Wilson
_____; Notary Public
Cook County, Illinois (SEAL)

My Commission Expires: _____

**THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:**

Michelle C. Otis, Esquire
PETER M. SCHNEIDERMAN
& ASSOCIATES, P.C.
30300 Northwestern Highway
Suite 222
Farmington Hills, MI 48334
(248) 539-7400 X226



DEVON TITLE CO.
150 N. Michigan Ave.
610
Chicago, IL 60601

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12/1/2023

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 29 in Block 7 in Cremin & Brennan's Fairview Park Subdivision of certain Blocks and part of Blocks in Crosby and others Subdivisions of the South ½ (west of railroad) of Section 5, Township 37 North, Range 14, East of the 3rd principal Meridian, in Cook County, Illinois.

P.A.N. 25 05 - 304 020 000

ADDRESS 9158 South Ada; 1340 W. 92nd Street and 1342 W. 92nd Street

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