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WHEREAS, the Mortgagee is desirous of securing the payment of the Note, together with interest thereon, in accordance with the terms of the Note, and any additional indebtedness or obligations incurred by the Mortgagor on account of any future payments, advances or expenditures made by the Mortgagee pursuant to the Note or this Mortgage or the Construction Rehabilitation Loan Agreement (as hereinafter defined);

WHEREAS, Mortgagor has concurrently herewith executed and delivered a Note bearing even date herewith in the principal sum of ONE HUNDRED EIGHTY THOUSAND AND 00/100'S (\$180,000.00) DOLLARS, made payable to the mortgagee, in which the Mortgagor promises to pay the said principal sum, plus interest thereon, at the rate specified in the Note. Payments shall be made as provided in the Note, with the entire remaining balance of said principal and interest payable on September 1, 2007. All of said principal and interest payments shall be made payable to the Mortgagee and delivered to the Mortgagee at the office of Mortgagee, or Mortgagee's designated agent, in Chicago, Illinois or at such other place as the Mortgagee, or Mortgagee's designated agent, may declare in writing;

3574313

W I T N E S S E T H :

This Second Mortgage, Assignment of Rents and Security Agreement is made this twelfth day of October, 1986, between First Bank of Oak Park as Trustee Under Trust Number 12941 Dated October 1, 1986 (hereinafter referred to as "Mortgagor"), and the City of Chicago, Department of Housing, together with its successors and assigns, having its principal office at 318 South Michigan, Chicago, Illinois 60604 (hereinafter referred to as "Mortgagee").

ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

SECOND MORTGAGE

This instrument was prepared by:
Name: Constance A. Gambino
Address: 318 South Michigan Ave.
Chicago, IL 60604

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Mailed To:

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-2-

connection with the Real Estate and Improvements;
owned by Mortgagor and attached to or contained in and used or useful in
fixtures, personal property of any kind or character now or hereafter
(E) All right, title and interest of the Mortgagor in and to all

from the Real Estate and Improvements;
all income, rents, issues, proceeds and profits accruing and to accrue
affecting the Real Estate or the Improvements or any part thereof, and
all leases, subleases and agreements, written or oral, now or hereafter
(D) All of Mortgagor's interest and rights as lessor in and to

acquired;
acquire in the Real Estate and Improvements, now owned or hereafter
or nature, both in law and in equity, which Mortgagor now has or may
(C) Any interests, estates or other claims of every name, kind

of the foregoing;
additions, betterments, reveals, substitutions and replacements to any
with, or incorporated in any such improvements including all extensions,
forming part of, attached to, used or intended to be used in connection
attachments now or hereafter owned by Mortgagor and located in or on,
the Real Estate ("Improvements"), together with any fixtures or
kind and description now or hereafter erected, situated or placed upon
(B) All buildings, structures and other improvements of every

Estate);
and interests appurtenant thereto (hereinafter referred to as the "Real
easements, water rights, hereditaments, mineral rights and other rights
Exhibit "A" attached hereto and made a part hereof, together with all
(A) All of the real estate, as more particularly described in

hereinafter collectively as the "Premises");
all of the following rights, interests, claims and property (referred to
successors and assigns forever a continuing security interest in and to,
represents and warrants to Mortgagee and grants to Mortgagee and its
mortgage unto Mortgagee, its successors and assigns forever and hereby
First Mortgage (as hereinafter defined), grant, bargain, sell, convey and
modifications hereto, Mortgagor does by these presents, subject to the
agreements contained in this Mortgage, including any extensions or
and interest under the Note and the performance of the covenants and
NOW, THEREFORE, in order to secure the payment of the principal

ARTICLE I.

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(1) Payment of Principal and Interest. Mortgagor shall pay promptly when due the principal and interest and any other sums required to be paid on the Note or under this Mortgage or the Construction Rehabilitation Loan Agreement at the times and in the manner provided therein and shall pay any other indebtedness secured hereby as same becomes due, and shall duly perform and observe all of the covenants, agreements and provisions contained herein and in the Construction Rehabilitation Loan Agreement.

To protect the security of this Mortgage, the Mortgagor further covenants and agrees as follows:

ARTICLE II. GENERAL AGREEMENTS

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER agreed, intended and declared that all the aforesaid property rights and interests shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and Improvements and be covered by this Mortgage, and as to any of the aforesaid property which does not so form a part and parcel of the Real Estate and Improvements, this Mortgage is hereby deemed to be and is, as well, a Security Agreement under the Illinois Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagee hereby grants to the Mortgagee as secured party (as defined in the Illinois Uniform Commercial Code).

(G) All other property rights of the Mortgagor of any kind or character related to the Real Estate and Improvements.

(F) All the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (a) proceeds of insurance in effect with respect to the Real Estate and Improvements, and (b) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of the whole or any part of the Real Estate and Improvements; and

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- (a) promptly repair, restore, replace or rebuild any portion of the premises which may become damaged, destroyed, altered, removed, severed or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as existed prior thereto, free from any security interest in encumbrances on or reservation of title thereto;
- (b) keep and maintain the premises in good condition and repair, without waste, and free from mechanics' liens, materialmen's liens or like liens or claims or other liens or claims for lien of whatever nature, except the first Mortgage;
- (c) complete, within a reasonable time, any improvements now or hereafter in the process of erection upon the Premises;
- (d) comply with all statutes, rules, regulations, orders or decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Premises and the use thereof and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy;
- (e) make no material alterations in the Premises, except as required by law or municipal ordinance;
- (f) suffer or permit no change in the general nature of the occupancy or use of the Premises without the Mortgagee's prior written consent;

(3) Preservation, Restoration and Use of Premises.
 The Mortgagee shall:

(2) Second Mortgage. This is a second mortgage on the Premises, and its subject and subordinate in each and every respect to any and all rights of any kind created by that certain first mortgage ("First Mortgage") dated October 1, 1986 and recorded as document No. in the Office of the Cook County Recorder of Deeds, *Ne* securing a note of even date therewith in the amount of \$232,000. Mortgagee shall pay promptly when due any sums due under said note and shall perform promptly and fully any acts required under the First Mortgage. Mortgagee will not, without the prior written consent of Mortgagee, modify, extend or amend the First Mortgage or increase the amount of the indebtedness secured thereby.

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(5) Insurance. The mortgagor shall insure and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the mortgagee may from time to time require, including, without limitation:

(4) Payment of Taxes and Other Charges. Mortgagor shall be responsible for the payment, when first due and owing and before any penalty attaches, of all taxes and assessments (general or special), water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, that may be asserted against the Premises or any part thereof or interest therein. Mortgagor shall promptly furnish to mortgagee duplicate receipts evidencing payment thereof. Notwithstanding anything contained herein to the contrary, mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or charges, provided that any such contest stops the enforcement of such taxes, assessments, or charges.

- (n) provide the mortgagee or its authorized representative with access to the Premises, subject to the rights of the tenants, at all reasonable times for the purpose of inspecting the Premises.
- (m) not permit any unlawful use or nuisance to exist upon the Premises; and
- (l) not permit execution of any leases for a term in excess of one (1) year without the prior written consent of the Mortgagee;
- (k) cause the Premises to be managed in a competent and professional manner;
- (j) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Premises or any portion thereof;
- (i) not abandon the Premises, nor do anything whatsoever to depreciate or impair the value of the Premises or the security of this mortgage;
- (h) initiate or acquiesce in no zoning reclassification with respect to the Premises, without the mortgagee's prior written consent.
- (g) pay when due all operating costs of the Premises;

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-6-

In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagee, or (ii) to allow the Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss.

(a)

(6) Proceeds of Insurance. In the event of any damage to, or destruction of, the Premises, the Mortgagee will promptly give written notice to the Mortgagee of such damage or destruction.

All said insurance shall provide for thirty (30) days prior written notice of cancellation to Mortgagee. Mortgagee shall deliver all policies, or certificates thereof, including additional and renewal policies, to Mortgagee marked "paid", and, in case of insurance policies about to expire, the Mortgagee shall deliver renewal policies or certificates thereof, not less than thirty (30) days prior to the respective dates of expiration.

All policies of insurance to be maintained and provided as required herein shall be in forms, with companies and in amounts reasonably satisfactory to Mortgagee, and all policies of casualty insurance shall have attached thereto waiver of subrogation and mortgagee loss payable clauses or endorsements in favor of and with loss payable to Mortgagee.

During the making of any alterations or improvements to the Premises (i) insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in subsection (b) above and (ii) Worker's Compensation insurance covering all persons engaged in making such alterations or improvements.

(c)

Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Premises naming Mortgagee as an additional insured party thereunder;

(b)

Insurance against loss to the improvements caused by fire, lightning, windstorms, vandalism, malicious mischief, and risks covered by the so-called "all perils" endorsement and such other risks as the mortgagee may reasonably require, in amounts (but in no event less than the aggregate of the initial stated principal amount of the Note and the principal and interest due under the first Mortgage) equal to the full replacement value of the improvements;

(a)

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-7-

(8) Construction Rehabilitation Loan Agreement. The proceeds of the loan hereby secured are intended to finance rehabilitation of the Improvements and pursuant to the Construction Rehabilitation Loan Agreement dated October 1, 1986 between Mortgagor, Community Investment Corporation, and City of Chicago Department of Housing and Mortgagor further covenants and agrees that such rehabilitation shall be completed in accordance with plans and specifications approved by and deposited with the Mortgagor.

(7) Condemnation and Eminent Domain. The Mortgagor shall give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (generally "Taking"), of all or any part of the premises or affecting any easement thereon or appurtenance thereof and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings, and Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all awards resulting from any Taking. Mortgagee is hereby authorized further authorized to give appropriate receipts therefor.

(c) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding or the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagor.

(b) In the event of any insured damage to, or destruction of, the Premises or any part thereof, Mortgagee may, in its sole discretion, (i) apply the proceeds of insurance payable upon the indebtedness secured hereby in such order or manner as the Mortgagee may elect, or (ii) apply the proceeds of insurance to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or any part thereof.

The Mortgagee shall, and is hereby authorized to, collect any such insurance proceeds and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be deemed additional indebtedness secured by this Mortgage and shall be reimbursed to the Mortgagee upon demand.

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-8-

The occurrence of any default under the Construction Rehabilitation Loan Agreement not cured within the time, if any, permitted therein shall constitute a default under this Mortgage. Upon default by Mortgagee in any of the terms, provisions or covenants of the Construction Rehabilitation Loan Agreement, the Mortgagee may, but need not, declare the entire unpaid principal balance and all interest accrued under the Note to be immediately due and payable and/or complete the rehabilitation of said improvements and enter into the necessary contracts therefor. All monies expended to complete such rehabilitation shall be deemed additional indebtedness secured by this Mortgage payable on demand with interest accruing at the default rate set forth in the Note.

(9) Transfer and Encumbrance of the Property. The Mortgagee shall not create, effect, contract for, commit to, consent to, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the following) of the Premises or any part thereof or interest therein, without the prior written consent of the Mortgagee. If the Mortgagee shall do any of the foregoing without the prior written consent of the Mortgagee, then the Mortgagee at its option, has the right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagee.

(10) Mortgagee's Performance of Defaulted Acts. In case of default herein by Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient, any may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fee, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be deemed additional indebtedness secured hereby, and shall become immediately due and payable, with interest thereon at the default interest rate provided for in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.

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-9-

- (11) Events of Default. It shall constitute a default under this Mortgage when:
- (a) Mortgagor fails to timely make payment of the Note of any installment thereof, including principal, interest, or any applicable loan fee or other amount required to be paid and such failure continues for five (5) days; or
 - (b) Mortgagor fails to duly observe or perform any term, covenant, condition or agreement of this Mortgage, or in the Note, Construction Rehabilitation Loan Agreement or any other instrument securing the Note, and said default continues for 30 days; or
 - (c) Mortgagor fails to pay any sum due or fails to perform any condition, covenant, term or agreement required under the First Mortgage or the note that is secured by the First Mortgage; or
 - (d) Mortgagor, or any guarantor of the indebtedness secured hereby is: (1) voluntarily adjudicated a bankrupt or insolvent, or (2) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property, or (3) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or the State of Illinois, or (4) makes a general assignment for the benefit of creditors, or (5) makes an admission in writing of its inability to pay its debts generally as they become due; or
 - (e) Any order, judgment or decree is entered upon an application of a creditor of Mortgagor by a court or competent jurisdiction appointing a receiver or trustee or custodian of all or a substantial part of the assets of the Mortgagor, or approval of any petition filed against Mortgagor hereby seeking relief under any bankruptcy or other similar laws of the U.S. or any state and remains in force, undischarged or unstayed for a period of 90 days; or
 - (f) Any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of this Mortgage or the Construction Rehabilitation Loan Agreement by Mortgagor, or by any person or entity liable for the indebtedness secured hereby, shall prove to be materially inaccurate or false; or
 - (g) Mortgagor transfers, conveys, assigns or sells the Premises or any interest therein or if the Mortgagor is a partnership, corporation or land trust, there occurs any assignment or transfer of control or of the beneficial interest therein; or
 - (h) Mortgagor abandons the Premises.

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(15) Priority of Rent Payments. Any avals, issues and profits of the Premises received by Mortgagee after having possession of the Premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, 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 determine:

Upon taking possession of the Premises, the Mortgagee may 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, protect and maintain the Premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues and profits therefrom.

(14) Right of Possession. Subject to the rights of the Mortgagee under the First Mortgage, in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings to foreclose the lien hereon or before or after sale thereunder, Mortgagee shall, 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 and records.

(13) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Note or the Construction Rehabilitation Loan Agreement, there shall be allowed and included, as additional indebtedness in the judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees and other related costs and expenses paid or incurred in connection with such proceeding.

(12) Remedies on Default. If a default under this Mortgage shall occur, Mortgagee may at its option, (a) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is expressly waived by Mortgagee); (b) institute proceedings for the complete foreclosure of the Mortgage; (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage; (d) exercise any or all rights and remedies available under the Uniform Commercial Code; and (e) enforce this Mortgage in any other manner permitted under the laws of the State of Illinois.

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(1) to the payment of the operating expenses of the Premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Premises, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagee, its successors, or assigns, as their rights may appear.

(16) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after foreclosure 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 hereby secured, without regard to the value of the Premises at such time and whether or not the same is then occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to take possession control, and care of the Premises and to collect all rents and profits thereof during the pendency of such foreclosure suit.

(17) Foreclosure Sale. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained or pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the State of Illinois. At any such sale, Mortgagee may bid for and acquire, as Purchaser, the Premises or any part thereof, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

(18) Application of Proceeds from Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority; (i) on account of all costs and expenses incident to the foreclosure proceedings, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon, (iii) all principal and interest remaining unpaid on the Note, and (iv) any overplus to Mortgagee, its successors, or assigns, as their rights may appear.

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-12-

(23) Delays and Omissions. No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.

(22) Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at that time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

(21) Waiver of Defenses. No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Note.

(20) Waiver of Statutory Rights. Mortgagee shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "Mortatorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagee, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagee hereby expressly waives any and all rights of redemption from sale under any order or decree or foreclosure of this Mortgage, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgagee, it being the intent hereof that any and all such rights of redemption of the Mortgagee and of all other persons are and shall be deemed to be hereby waived.

(19) Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Premises, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

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-13-

The parties may designate by written notice any different addresses to which subsequent notices, certificates or other communications shall be sent. All notices by mail delivered pursuant to this paragraph shall be deemed delivered on the fifth (5th) business day after the date mailed.

First Bank of Oak Park
11 W. Madison
Oak Park, IL
Attention: Trust Department

IF to Mortgagor:

City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

With Copies to:

City of Chicago
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner
Corporation Counsel of the

IF to Mortgagee:

(26) Giving of Notice. All notices or other communications required or contemplated in connection with this Mortgage shall be in writing, and the mailing thereof by certified mail, return receipt requested with postage prepaid and addressed as follows:

(25) Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, any guarantor of the Note, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the State of Illinois. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Note.

(24) Rescission of Election. Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

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(34) Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

(33) Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.

(32) Construction of Mortgage. The place of contract and payment being located in Illinois, this Mortgage shall be construed and enforced according to the laws of the State of Illinois.

(31) Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof.

(30) Mortgage Performance Reports. Upon occupancy of ninety-five percent (95%) of the premises, the Mortgagor shall from time to time, but not less than once a year, furnish Mortgagee with a performance report in the form of Exhibit "B" attached hereto, together with such other information as Mortgagee may reasonably request.

(29) Covenants shall run with the Land. All the covenants hereof shall run with the land.

(28) Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

(27) Time of the Essence. Time is of the essence with respect to the Note and this Mortgage.

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

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(40) Subrogation. In the event the proceeds of the loan made by Mortgagee to Mortgagee, or any part thereof, or any amount paid out by advanced by Mortgagee, be used directly indirectly to pay off, discharge or satisfy, in whole or in part, the First Mortgage or any other prior lien or encumbrance upon the Premises, then Mortgagee shall be subrogated to such other lien or encumbrance and shall have the benefit of the priority of same.

(39) Release Upon Payment and Discharge of Mortgagee's Obligation. Mortgagee to Mortgagee, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, the First Mortgage or any other prior lien or encumbrance upon the Premises, then Mortgagee shall be subrogated to such other lien or encumbrance and shall have the benefit of the priority of same.

(38) Prepayment Privilege. Mortgagee reserves the right to prepay at any time, all or any part of, the principal amount of the Note secured hereby without payment of penalties.

(37) Indemnification. In addition to all other indemnities in favor of the Mortgagee specifically provided in this Mortgage, the Mortgagee shall indemnify the Mortgagee and save the Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, reasonable architect's engineers' and attorney's fees and all disbursements which may be imposed upon, incurred or asserted against the Mortgagee.

(36) Further Assurances. The Mortgagee will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagee, for the better assuring, conveying, mortgaging, assigning and confining unto the Mortgagee, all property mortgaged hereby or property intended so to be, whether now owned by Mortgagee or hereafter acquired. Upon, any failure by the Mortgagee so to do, the Mortgagee may make, execute and record any and all such documents for and in the name of the Mortgagee, and the Mortgagee hereby irrevocably appoints the Mortgagee, its agents and attorney-in-fact for that purpose. The Mortgagee will reimburse the Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents.

(35) Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagee and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successor and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not.

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Property of Cook County Clerk's Office

ITS: Assistant Secretary _____
ITS: Vice-President & Trust Officer _____

ATTEST: Edward M. [Signature]
BY: [Signature]

First Bank of Oak Park, as Trustee & not
personally u/t/n 12941

IN WITNESS WHEREOF, Mortgagor has caused these presents to be
signed and attested to on the day and year first above written.

(42) Exculpation. This Mortgage is executed by First Bank of
Oak Park, not personally, but as trustee as aforesaid, in the exercise of
the power and authority conferred upon and vested in it as such trustee
(and said Mortgagor hereby warrants that it possesses full power and
authority to execute this instrument), and it is expressly understood and
agreed that nothing herein contained shall be construed as creating any
personal liability of the Mortgagor for the said indebtedness secured
hereby, or for the performance of any covenant, either express or
implied, herein contained, all such personal liability, if any, being
expressly waived by Mortgagee and by every person now or hereafter
claiming any right or security hereunder, and that so far as Mortgagor is
personally concerned, the legal holder or holders of the Note and the
Premises hereby conveyed for the payment thereof by the enforcement of
the lien hereby created in the manner herein and in the Note provided and
to any other security given for the indebtedness evidenced by the Note.

(41) Inspection of Premises. Mortgagor shall permit Mortgagee
or its agents to inspect the Premises at all reasonable times, and access
thereto shall be permitted for such purpose.

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16-16-103-044-0000

Permanent Index No.:

105-11 South Central
5571-73 W. Monroe

Address Commonly Known As:

Lot 20 (Except the East 10 Feet Thereof) and all of Lot 21 in the
Subdivision of 156 in the School Trustees Subdivision of North Part
of Section 16, Township 39 North, Range 13 East of the Third Principal
Meridian, in Cook County, Illinois.

Legal Description:

EXHIBIT "A"

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANTEE PERFORMANCE REPORT
DIRECT BENEFIT ACTIVITIES

NAME OF Loan Applicant

Page _____ of _____ Pages
PERIOD COVERED _____ TO _____

Apt. NUMBER	Tenant NAME	TOTAL NUMBER OF HOUSEHOLDS/ PERSONS ASSISTED	PERCENT OF TOTAL NUMBER OF HOUSEHOLDS/PERSONS ASSISTED (Column of WHO ARE:							
			LOW AND MODERATE-INCOME	LOW INCOME	WHITE NON-HISPANIC ORIGIN	BLACK /A/PT HISPANIC ORIGIN	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC	ASIAN OR PACIFIC ISLANDER	FEMALE HEAD OF HOUSEHOLD
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
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B. In the event of the occurrence of any Event of Default under the Construction Loan Agreements and Mortgages set forth above or the occurrence of any breach of any covenant contained in said Construction Loan Agreements and Mortgages leading to a foreclosure, liquidation, or judicial sale of any nature, or any other proceedings in which the Borrower is required to pay the

A. The respective Mortgages of the Lenders shall have equal priority in the event of the occurrence of an Event of Default under the Construction Loan Agreements or Mortgages set forth above or the occurrence of any breach of any covenant contained in said Construction Loan Agreements and Mortgages except as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

WHEREAS, the parties are desirous of entering into an agreement as to the status and priority to be given to the parties upon the occurrence of an Event of Default as defined under the Construction Loan Agreements and Mortgages set forth above or the occurrence of any breach of any covenant contained in said Construction Loan Agreements and Mortgages:

WHEREAS, the Fund has made a mortgage loan in the amount of \$29,000 to the First Bank of Oak Park, acting as trustee under a Trust Agreement dated October 1, 1986 and known as Trust Number 12941, evidenced by a Promissory Note dated October 1, 1986 and secured by a Mortgage bearing an even date therewith; and

WHEREAS, the City has made a mortgage loan in the amount of \$180,000 to the First Bank of Oak Park, acting as trustee under a Trust Agreement dated October 1, 1986 and known as Trust Number 12941, evidenced by a Promissory Note dated November 11, 1986 and secured by a Mortgage bearing an even date therewith; and

WHEREAS, the Community Investment Corporation, an Illinois not-for-profit corporation (hereinafter referred to as "CIC"), has made a mortgage loan in the amount of \$232,000 to the First Bank of Oak Park, acting as trustee under a Trust Agreement dated October 1, 1986 and known as Trust Number 12941 (the "Borrower"), evidenced by a Promissory Note dated October 1, 1986 and secured by a Mortgage bearing an even date therewith; and

THIS AGREEMENT ("Agreement") made November 12th, 1986 by and between the CITY OF CHICAGO, DEPARTMENT OF HOUSING, a Municipal corporation (the "City") and Residential Energy Conservation and Loan Fund, an Illinois not-for-profit corporation (the "Fund"), together with their successors and assigns (hereinafter described as "Lenders")

INTER-CREDITOR AGREEMENT

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Lenders any sum of monies, properties or rights in lieu of money, said monies, properties or rights so paid shall be divided in the following manner: 85% to the city and 15% to the Fund.

C. In case of loss or damage by fire or otherwise to the improvements, if in the judgment of Lenders there is reasonable doubt as to Borrower's ability to complete construction of the Building on or before the Completion Date by reason of such loss or damage or because of delays in making settlement with insurers or depositing funds with Lenders to cover the cost of restoration and repair, the city and the Fund, subject to the interest of CIC, may elect to collect, retain, and apply upon the indebtedness of Borrower under this Agreement all proceeds of insurance after deduction of all expense of collection and settlement including attorney's and adjusters' fees and charges to the extent they may suffice to pay the full amount of such indebtedness when unpaid, and if the same are insufficient to pay such amount in full, to declare the balance remaining unpaid on the Mortgage Note and Mortgage to be due and payable forthwith and avail itself of any of the remedies afforded thereby as in the case of any default under the Construction Loan Agreements and Mortgages or the occurrence of any breach of any covenant contained in said Construction Loan Agreements and Mortgages. In the event of such an election hereunder, any proceeds collected shall be divided between the Lenders as follows: 85% to the city and 15% to the Fund.

D. In the event Lenders chose to apply any income from the Building to the outstanding indebtedness after the occurrence of an Event of Default or the occurrence of any breach of any covenant contained in said Construction Loan Agreements and Mortgages, said income shall be divided as follows: 85% to the city and 15% to the Fund.

E. In the event, at any time, without regard as to whether or not an Event of Default has occurred or the occurrence of any breach of any covenant contained in said Construction Loan Agreements and Mortgages, the income from the project is insufficient to pay both Lenders, after any payments due and owing to CIC, all payments to be made to the Lenders shall be made on the following basis: 85% to the city and 15% to the Fund.

F. In the event, at any time, the Borrower is unable to complete his obligations under the Construction Loan Agreements and Mortgages entered into by and between the respective Lenders and the Borrower, and the Lenders are required to determine whether or not, and under what terms, to continue the project, the determination will be made by the city, with notification of said determination being given to the Fund.

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Attest: Frank J. [Signature]
Assistant Secretary
Its

By: [Signature]
VICE PRESIDENT & TRUST OFFICER
Its

Trust Number 12947
dated October 1, 1986 and known as
trustee under a Trust Agreement
First Bank of Oak Park, acting as

Attest: [Signature]
Its

By: [Signature]
Its President CIC
Its

RESIDENTIAL ENERGY CONSERVATION
LOAN FUND, an Illinois not-for-
profit corporation

CITY OF CHICAGO
DEPARTMENT OF HOUSING
By: [Signature]
Its [Signature]
Assistant Commissioner

This instrument is executed by FIRST BANK OF OAK PARK, not personally, but solely as trustee as hereinafter set forth, and not by it solely as trustee as stated and not individually, and no person therein shall be regarded or intended to be a TRUST BANK created or intended to be a TRUST BANK OF OAK PARK by or for any of the covenants, statements, representations or warranties contained in this instrument.

- G. In the event of any sale of any portion of the property included in the project, the proceeds from that sale that are used to satisfy the mortgages of the Lenders shall be divided in the following manner: 85% to the City and 15% to the Fund.
- H. In the event the interest of CIC is paid off, withdrawn, relinquished, or in any other manner satisfied, the Mortgage of the City shall become a first mortgage, and shall have a superior position to any and all other mortgages, including that of the Fund, so long as the Lenders' mortgages are not in default.
- I. All terms not defined herein shall have the definition proscribed to them in the construction Loan Agreement and Mortgage by and between the City and the Borrower set forth above.
- J. The City and the Fund agree that this Agreement may be registered with the Registrar of Torrens Titles of Cook County and that the parties shall have the respective interests set forth herein.

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THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO THE MORTGAGE DATED October 11, 1986 BETWEEN First Bank of Oak Park (PL1294) AS MORTGAGOR, AND People's Reinvestment Development Effort, as borrower and d.b.a., AS MORTGAGEE, IN THE AMOUNT OF \$232,000.00 RECORDED/REGISTERED WITH THE COOK COUNTY RECORDER OF DEEDS/REGISTRAR'S OFFICE ON _____, AS DOCUMENT NO. _____

-17-

8/13/90

My commission expires:

Judith Ellen Lewis
Notary Public

I, Judith Ellen Lewis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Martin C. Ott, Assistant Vice President of First Bank of Oak Park, a notional banking association, and Thomas M. Dwyer, Assistant Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank as Trustee as aforesaid, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 10th day of November, 1986.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

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Property of Cook County

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Property Tax Index No. 16-16-103-044
Volume No. 564

CB0 000/2

Property commonly known as: 105-11 S. Central/5571-73 W. Monroe

3574313

LOT 20 (EXCEPT THE EAST 10 FEET THEREOF) AND ALL OF LOT 21 IN THE
SUBDIVISION OF 156 IN THE SCHOOL TRUSTEES SUBDIVISION OF NORTH PART
OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Legal Description

EXHIBIT A

Property of Cook County Clerk's Office

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70-57-759

10/18/2011

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