

# UNOFFICIAL COPY

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BBNA/Matanky  
R.G.S.C.  
09/28/87

## EXHIBIT "A"

### OUT LOT 8

That part of Blocks 3, 4, 5, 6, 7, and 8 in Peter Shimp's Subdivision of that part of the South East Quarter of the South East Quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the R.I.R.R. together with the vacated alleys and vacated streets and streets to be vacated (Excepting the West 7 feet of said blocks 3, 6 and 7 taken for widening South Wentworth Avenue) in Cook County, Illinois, taken as a tract, described as follows:

NOTE: The West line of said tract is "Due North-South" for the following courses.

Beginning at the North West corner of said tract; thence due South on the said West line, 42.39 feet to a point that is 933.0 feet North of the South West corner of said tract; thence North 89 degrees 45 minutes East, parallel with the South line of said tract 90.0 feet; thence due South parallel with said West line, 270 feet; thence South 89 degrees 45 minutes West parallel with said South line 90 feet to the said West line of said tract; thence due South on said line, 45 feet; thence North 89 degrees 45 minutes East, parallel with said South line, 90.0 feet; thence due South parallel with said West line, 206.57 feet to a point of tangency with a curved line; thence Southeasterly on said curve, convex to the West, and having a radius of 300 feet, an arc length of 206.01 feet to a point in a line that is 158.0 feet East of the said West line of said tract; thence due South on said line, 18.0 feet to a point in a line that is 203.0 feet North of the said South line of said tract; thence South 60 degrees 56 minutes East, 45.39 feet; thence South 19 degrees 27 minutes 30 seconds East, 22.0 feet to a point in a line that is 205 feet East of said West line; thence due South on said line, 7.0 feet to a point in a line that is 153.0 feet North of the South line of said tract; thence South 89 degrees 45 minutes West on said line, 6.0 feet to a point in a line that is 199.0 feet East of said West line; thence due South on said line, 153.0 feet to the said South line of said tract; thence North 89 degrees 45 minutes East on said line, 69.45 feet to a point in a line that is 268.45 feet East of said West line; thence due North on said line, 90 feet; thence North 89 degrees 45 minutes East parallel with said South line, 65.0 feet; thence due North parallel with said West line, 30 feet; thence North 89 degrees 45 minutes East parallel with said South line, 145.84 feet to the East line of said tract; thence North 0 degrees 04 minutes 40 seconds West on said East line, 852.57 feet to the North East corner of said tract; thence South 89 degrees 51 minutes West on the North line of said tract, 257.41 feet; thence due North 2.0 feet; thence South 89 degrees 51 minutes West on the North line of said tract, 220.72 feet to the place of beginning.

Permanent Real Estate Tax Index Numbers: 20-09-419-032  
(not all of which may affect property) 20-09-420-035  
20-09-420-036  
20-09-420-037  
20-09-420-038  
20-09-420-039  
20-09-421-033  
20-09-421-034  
20-09-421-037  
20-09-421-038  
20-09-421-027

Common Address: Part of North East Corner of Wentworth Avenue and Garfield Boulevard, Chicago, Illinois

HESS, KAPLAN  
AND McDOWELL,  
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ATTORNEYS AT LAW

Terrains property: included in the above legal description. This legal affects Lot 2 (except the South 5.61 feet and the West 7 feet) in Block 3 in Peter Shimp's Subdivision of the SE 1/4 of the SE 1/4 lying W of the M.S. and L.S. or C.R. 1 and P. RR of S 9 38 N R 14 E of 3rd PM

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BBNA/Matanky  
R.G.S.C.  
07/20/87  
09/17/87  
09/24/87

This Instrument Was Prepared By  
(and after recording mail to)  
William S. McDowell, Jr.  
Hess, Kaplan and McDowell, Ltd.  
180 North LaSalle Street  
Chicago, Illinois 60601

CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT

This Construction Mortgage and Security Agreement made this 24th day of July, 1987, between DEVON BANK, an Illinois Corporation, having an office at 6445 North Western Avenue, Chicago, Illinois 60645, not personally, but as trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said trustee in pursuance of a Trust Agreement dated May 1, 1987, and known as Trust No. 5349 (hereinafter referred to as "Mortgagor") and BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, having an office at 400-110 North Michigan Avenue, Chicago, Illinois 60611 (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of Four Million Seven Hundred Thousand and No/100 Dollars (\$4,700,000.00) as evidenced by a Mortgage Note dated even date herewith executed by Mortgagor, and made payable to the order of and delivered to Mortgagee in the principal amount of Four Million Seven Hundred Thousand and No/100 Dollars (\$4,700,000.00) (hereinafter referred to as the "Note"), whereby Mortgagor promises to pay the said principal sum or so much thereof as may be advanced by the holder or holders of the Note from time to time, together with interest thereon, from date, at the rate set forth therein, in installments as set forth therein at the office of Mortgagee, or at such other place as may be designated in writing by the legal holders thereof until March 31, 1989 (the "Maturity Date") at which time the principal sum secured hereby and all accrued interest thereon shall immediately become due and payable.

NOW, THEREFORE, in order to secure the payment of the said principal sum and interest thereon and the performance of the covenants and agreements herein contained, Mortgagor does by these presents grant, bargain, sell, convey, and mortgage unto Mortgagee, its successors and assigns forever, the real estate and all of its estate, right, title, and interest therein situated in the City of Chicago, County of Cook, and State of Illinois, as more particularly described in Exhibit "A" attached hereto and made a part hereof (sometimes herein referred to as the "real estate"), which real estate, together with the following described property, is collectively referred to as the "premises;"

TOGETHER WITH:

- (1) all right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, vaults, and alleys adjoining the premises,
- (2) all and singular the tenements, hereditaments, easements, minerals, appurtenances, passages, waters, water courses, riparian irrigation, and drainage rights, and other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof,
- (3) all of Mortgagor's interest and rights as lessor in and to all leases now or hereafter affecting the real estate or any part thereof and all rents, issues, proceeds, and profits accruing and to accrue from the real estate, whether payable pursuant to any present or future lease or otherwise growing out of any occupancy or use of the premises or payable pursuant to any contract of sale or any condominium or town house unit comprising a part of the real estate (which are pledged primarily and on a parity with the real estate, and not secondarily),
- (4) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to the premises, all rights in and to all present and future fire and other hazard insurance policies pertaining to the premises, any and all sums at any

201/107

*[Handwritten signature]*

Legal description affects property on Certificate # 130112

PART

10-2-87

HESS, KAPLAN  
AND MCDOWELL,  
LTD.

ATTORNEYS AT LAW

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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 10/10/2001 BY 60322  
UCBAW/STP

## PROPERTY OF COOK COUNTY CLERK'S OFFICE

TO ALL WHOM THESE PRESENTS SHALL COME, I, the Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

IN WITNESS WHEREOF

I, the Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

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2. Tax and Insurance Deposits. Mortgagor shall deposit with the Mortgagor, or a depository designated by Mortgagor, in addition to the monthly installments of principal and interest due under the terms of the Note, and concurrently therewith, monthly until the principal indebtedness evidenced by the Note is paid, the following: (i) a sum equal to all real estate taxes and assessments

1. Payment of Principal and Interest. Mortgagor shall pay promptly when due the principal and interest on the indebtedness evidenced by the Note at the times and in the manner herein and in the Note provided.

MORTGAGOR FURTHER COVENANTS and agrees as follows:

PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums herein provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

TO HAVE AND TO HOLD the same unto the Mortgagor and its successors and assigns forever, for the purposes and uses herein set forth;

(6) all contract rights, general intangibles, actions and rights in action, including, without limitation, all rights of Mortgagor under (i) that certain commitment dated June 16, 1987, from the United States Department of Housing and Urban Development for an Urban Development Action Grant to the City of Chicago in the amount of \$935,000, and in the loan in like amount to be made by the City to Mortgagor pursuant to that certain Urban Development Action Grant (collectively, "UDAG Agreement"), and (ii) that certain agreement dated September 1987, between Mortgagor and the City of Chicago (the "Redevelopment Agreement"), wherein the City has agreed to construct and install certain public improvements serving the Premises and improvements, and provide funds to pay the costs incurred by Mortgagor in constructing and installing certain other public improvements;

(5) all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be included within the premises immediately upon the delivery thereof to the premises, and all fixtures and personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the premises, including, but not limited to, all heating, air-conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators, shades; awnings, screens; storm doors and windows; stoves, wall beds, refrigerators, cooking apparatus and mechanical equipment; gas and electrical fixtures; partitions, mantels, built-in mirrors, window shades, blinds, furniture of public spaces, halls and lobbies; attached cabinets, ducts and compressors; rugs and carpets; draperies; furniture and furnishings used in the operation of the premises; and all additions thereto and renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed, intended, and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage, and as to any of the property aforesaid which does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, and is, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagor as Secured Party (as such term is defined in the Uniform Commercial Code), it being further understood and agreed that the provisions of this paragraph shall not apply or attach to any trade fixtures or personal property of any tenant of the premises, and

time on deposit for the benefit of Mortgagor or held by Mortgagor (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage, and all awards paid or to be paid in connection with or in lieu of any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the premises,

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ՄԱՅ 1998 ՎԱՐՈՒՄԵՆ  
ՈՒՅՑ ԿԱՐԳԸ

Սույն օրենքը կարգավորում է հայաստանյայց հայերի և հայաստանյայց արժանապատիվների միջև կնքվող հարկային պայմանագրերի կնքման և կատարման հարցերը:

Սույն օրենքը կարգավորում է հայաստանյայց հայերի և հայաստանյայց արժանապատիվների միջև կնքվող հարկային պայմանագրերի կնքման և կատարման հարցերը:

## ՄԱՍԻՆՈՒՄԻՆ ԿԱՐԳԻ ԿՈՄՍԻՏԵՆԻ ԿՈՄՍԻՏԵՆԻ

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("taxes") next due on the premises (all as estimated by Mortgagee in its reasonable discretion), divided by the number of months to elapse before one month prior to the date when such taxes will become due and payable; and (ii) a sum equal to the amount of the premium or premiums that will next become due and payable to replace or renew the insurance policies required to be maintained by Section 4 hereof (all as estimated by Mortgagee in its reasonable discretion) divided by the number of months to elapse before one month prior to the expiration date of the policy or policies to be replaced or renewed. All such payments described in this Section 2 shall be held by Mortgagee or a depository designated by Mortgagee in trust without accruing or without any obligation arising for the payment of interest thereon. If the funds so deposited are insufficient to pay, when due, all taxes and premiums as aforesaid, the Mortgagee shall, within ten (10) days after receipt of demand therefor from Mortgagee or its agent, deposit such additional funds as may be necessary to pay such taxes and premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent deposit or deposits. Neither the Mortgagee nor depository shall be liable for any failure to make the payments of insurance premiums, or of taxes, unless Mortgagee, while not in default hereunder, shall have requested said Mortgagee or depository in writing to make application of such deposits to the payment of the particular insurance premium or taxes, accompanied by the bills for such insurance premiums or taxes, provided, however, Mortgagee may at its option make or cause the depository to make such application of the aforesaid deposits without any direction or request to do same by Mortgagee. Mortgagee may suspend, in whole or in part, and later reinstate, the application of this Section as often as it may determine.

3. Taxes and Other Charges. Mortgagee shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, association charges, and all other charges of whatever kind, ordinary or extraordinary, whether public or private, which may be levied or imposed against the premises, and to furnish to Mortgagee official receipts for the payment of real estate taxes within thirty (30) days after payment thereof, provided, however, if Mortgagee has not suspended the monthly deposits for taxes required by Section 2 hereof, Mortgagee, at its option, either may make such deposits available to Mortgagee for the payments required under this Section 3, or may make such payments on behalf of Mortgagee. Mortgagee shall pay when due all charges incurred for the benefit of the premises for utilities, such as, but not limited to, energy, fuel, gas, electricity, water, sewer, and garbage removal, whether or not such charges are liens against the premises.

4. Insurance.

(a) Casualty. Mortgagee shall keep the improvements now existing or hereafter erected on the premises constantly insured against loss or damage under such types and forms of insurance policies and for such periods as Mortgagee may from time to time require, and Mortgagee shall pay promptly, when due, any premiums on such insurance, provided, however, that if the Mortgagee has not suspended the monthly deposits for insurance required by Section 2 hereof, Mortgagee, at its option, either may make such deposits available to Mortgagee for the payments required under this Subsection 4(a), or may make such payments on behalf of Mortgagee. Unless Mortgagee otherwise agrees, all such insurance shall provide "all risk" agreed value replacement cost coverage and shall be carried with companies acceptable to the Mortgagee and shall have attached thereto standard noncontributing mortgage clauses in favor of and entitling the Mortgagee alone to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsements. Mortgagee shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change in ownership of the premises (if approved in writing by Mortgagee), immediate notice thereof by mail shall be delivered to all insurers. In the event of any loss covered by such insurance, Mortgagee shall immediately notify Mortgagee in writing, and Mortgagee hereby authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make proof of loss) and Mortgagee is hereby authorized to adjust, collect, and compromise in its discretion all claims under all policies, and Mortgagee shall sign, upon demand by Mortgagee, all receipts, vouchers, and releases required by such insurance companies. After deducting any costs of collection, Mortgagee may use or apply the proceeds, at its option, (i) as a credit upon any portion of the indebtedness secured hereby, except that this option shall not be exercised if Mortgagee demonstrates to Mortgagee's reasonable satisfaction that said proceeds, together with such other funds as are available to Mortgagee for such purpose, are

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5. Preservation, Restoration and Use of Premises. Mortgagee shall complete, within a reasonable time, any building or buildings or other improvements now or at any time in the process of being constructed upon the real estate. No building or other improvement on the premises shall (except as required by law) be altered, removed, or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the prior written consent of Mortgagee, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels, or articles of personal property covered hereby or by any separate security agreement given in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels, and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrances thereon or

(d) Policies. Unless Mortgagee otherwise agrees, all policies of insurance required hereunder to be maintained by Mortgagee, shall be deposited with Mortgagee and shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least ten (10) days prior to such event occurring. Not less than fourteen (14) days prior to the expiration of any such policy, Mortgagee shall deposit an appropriate renewal or replacement policy.

(c) Flood Insurance. Mortgagee shall carry and maintain in force at all times flood insurance in accordance with the provisions of the Flood Disaster Protection Act of 1973, as amended, if the area in which the premises are situated is designated as "flood prone" or a "flood risk area", as defined in said act, in an amount satisfactory to Mortgagee, and Mortgagee shall comply with such other requirements of said act as are appropriate.

(b) Liability. Mortgagee shall carry and maintain in force at all times comprehensive public liability insurance as may be required from time to time by Mortgagee in forms, amounts, and with companies satisfactory to Mortgagee, and Mortgagee will apply all insurance proceeds under such policies to the payment and discharge of the liabilities in respect of which such proceeds are collected. It is understood and agreed that the amounts of coverage shall not be less than One Million and No/100 Dollars (\$1,000,000.00) and that the policy shall name Mortgagee as an additional insured party thereunder.

Mortgagee shall carry and maintain in force at all times comprehensive public liability insurance as may be required from time to time by Mortgagee in forms, amounts, and with companies satisfactory to Mortgagee, and Mortgagee will apply all insurance proceeds under such policies to the payment and discharge of the liabilities in respect of which such proceeds are collected. It is understood and agreed that the amounts of coverage shall not be less than One Million and No/100 Dollars (\$1,000,000.00) and that the policy shall name Mortgagee as an additional insured party thereunder.

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HESS, KAPLAN  
AND McDOWELL,  
LTD.  
ATTORNEYS AT LAW

(a) Liens and Encumbrances. Mortgagee shall keep the premises free from liens of mechanics and materials and from all other liens, charges, and encumbrances of whatever nature, regardless of (i) whether the same are voluntarily or involuntarily on the part of Mortgagee and (ii) whether the same are subordinate to, prior to, or on a parity with the lien of this Mortgage, and shall furnish to Mortgagee satisfactory evidence of the payment and discharge of any such liens, charges, and encumbrances, asserted or claimed against the premises, excepting, however, the second mortgage Mortgagee shall be required to grant to secure the loan (not to exceed \$535,000.00) being made to Mortgagee under the UDAG Agreement and any other lien or encumbrance expressly consented to by Mortgagee with respect to any such second mortgage or other permitted encumbrance, Mortgagee shall pay, when due, the indebtedness secured thereby and

7. Liens, Encumbrances and Transfers of Ownership.

nature whatsoever binding upon it which pertains to the premises. as binding upon it under any recorded document or any other agreement or any duty and punctually perform and comply with all covenants and conditions expressed in a violation of any of the provisions of this Section shall be void. Mortgagee shall apart from all other premises. Any act or omission by Mortgagee which would result in a violation of any of the provisions of this Section shall be void. Mortgagee shall fulfill any governmental or municipal requirement. Mortgagee shall not by act or on any land not subject to the lien of this Mortgage or any interest therein to be so used. Similarly, no building or other improvement on the premises shall rely rights to give consent for all or any portion of the premises or any interest therein governmental requirement, and Mortgagee hereby assigns to Mortgagee any and all premises or any part thereof or any interest therein to fulfill any municipal or improvement on land not subject to the lien of this Mortgage to rely on the Mortgagee. Mortgagee shall not by act or omission permit any building or other cost and expense, shall effect the alterations or removal so required and approved by approval, which shall not be unreasonably withheld or delayed, Mortgagee, at its sole need therefor and the plans and specifications pertaining thereto. After such commence any such alterations or removals without Mortgagee's prior approval of the comply with the foregoing provisions of this Section 6, Mortgagee shall not improvement on the premises must be altered or removed to enable Mortgagee to or granted to or contracted for by Mortgagee in connection with any existing or franchises, and concessions which are applicable to the premises or which have been to, zoning variances, special exceptions, and nonconforming uses) privileges, preserve and extend any and all rights, licenses, permits (including, but not limited authority, and shall observe and comply with all conditions and requirements relating to the premises or the use thereof of any federal, state, or municipal Mortgagee shall comply with all statutes, ordinances, orders, requirements, or decrees 6. Compliance with Governmental, Insurance and Other Requirements.

situated. the provisions of the condominium laws of the state in which the premises are Mortgagee shall not subdivide the real estate and shall not subject the premises to cost and expense, any such proceedings seeking to effect any of the foregoing, thereof, and shall promptly notify Mortgagee of, and appear in and defend, at its improvements which can be constructed or placed on the premises or any part restriction limiting or defining the uses which may be made of or the kind of existing private restrictive covenant, zoning ordinance, or other public or private or restrictions and shall not initiate, join in or consent to any change in any the UDAG Agreement, Mortgagee shall not subject the premises to any use covenants other than for retail/office purposes. Except for the Redevelopment Agreement and shall not suffer or permit the premises to be abandoned or to be used for a purpose and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Mortgagee as Mortgagee may reasonably require, and, from time to time, make all needful and proper repairs and additions thereto so that said buildings, fixtures, machinery, and appurtenances will, at all times, be in good condition, fit and proper for the premises and every part thereof in good repair and condition and effect such repairs of the premises or any part or improvement thereof, and shall keep and maintain the Mortgagee shall not permit, commit, or suffer any waste, impairment, or deterioration and substantially the same character as prior to such damage or destruction. and improvements shall be so restored or rebuilt so as to be of at least equal value hereafter on the premises which may become damaged or be destroyed. The buildings shall promptly repair, restore, or rebuild any buildings or improvements now or reservation of title thereto. Subject to the provisions of Section 4 hereof, Mortgagee

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LTD.  
HESS, KAPLAN

to any other.

(b) Ownership Transfers. Mortgagee shall not, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, and shall not contract to do any of the foregoing (any such change, transfer, assignment or agreement to do any of the foregoing referred to as an "Ownership Transfer"), provided, however, that (i) anything in Section 24(b)(iv) to the contrary notwithstanding, Mortgagee shall have no right to enjoy or otherwise prohibit any Ownership Transfer, whether by Mortgagee or the Beneficial Owner, to which Mortgagee does not so consent (which consent Mortgagee may withhold for any reason) and, (ii) Mortgagee's rights and remedy in the event of any default hereunder resulting from any such Ownership Transfer to which Mortgagee has not so consented in accordance with the terms hereof, shall be to declare the indebtedness evidenced hereby to be immediately due and payable, as specified in Section 24(b)(i), and in the absence of payment upon such acceleration to pursue such other remedies as are specified in Section 24 hereof. Mortgagee shall give Mortgagee prior written notice of any proposed Ownership Transfer which requires Mortgagee's consent, as aforesaid, and shall furnish to Mortgagee such information concerning the proposed transaction and proposed transferee as Mortgagee may reasonably request. Without in any way limiting Mortgagee's right to withhold its consent to any proposed Ownership Transfer, Mortgagee agrees that Mortgagee may require in connection with, and as a condition precedent, to granting its consent to any such proposed Ownership Transfer (i) that the rate of interest on the unpaid balance of the indebtedness secured hereby be increased with a corresponding increase in the monthly installment of principal and interest due under the Note to maintain the same rate of principal amortization) to a rate not exceeding Mortgagee's then current market rate, as specified by Mortgagee, and/or that Mortgagee share in the proceeds of such Ownership Transfer by receiving a transfer fee in an amount specified by Mortgagee but not exceeding two percent (2%) of the then unpaid principal balance, and (ii) that in addition to any other reasons Mortgagee may have for withholding consent, such consent may be withheld if Mortgagee, in its sole discretion and judgment, decides on the basis of the general reputation, experience, and financial condition of the proposed transferee, or new Beneficial Owner if said proposed transferee is to a trustee (regardless of whether or not said transferee or Beneficial Owner will assume any personal liability) that it would not in the first instance make a loan to said proposed transferee or, if a trustee, on behalf of its proposed Beneficial Owner. Nothing herein shall restrict or modify Mortgagee's right of prepayment without penalty under the Note. Mortgagee further agrees that any and that Mortgagee shall pay all costs incurred by Mortgagee in connection with such Ownership Transfer, if approved by Mortgagee, shall be at no cost to Mortgagee and that Mortgagee shall pay all costs incurred by Mortgagee in connection with such Ownership Transfer, including, but not limited to, Mortgagee's attorneys' fees. Any consent by Mortgagee to one Ownership Transfer shall not be deemed a consent

upon Mortgagee's request, furnish to Mortgagee satisfactory evidence of such payment or payments. Without in any way limiting Mortgagee's right to withhold its consent to Mortgagee hereinafter granting or creating a lien against all or any part of the premises which is subordinate to the lien hereof, any lien for which such consent is given shall be subject and subordinate to all leases pertaining to the premises whether then in existence or thereafter arising, and further subject to any and all renewals, extensions, modifications, releases, increases, changes or exchanges pertaining to the indebtedness secured hereby, without the consent of such subordinate lien holder and without any obligation to give notice of any kind thereto, regardless of whether or not expressed in such consent or in the document granting such subordinate lien.

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11. Eminent Domain. Mortgagee is hereby authorized to collect and receive from the condemnation authorities any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, hereby assigned by Mortgagee, as aforesaid, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagee shall give Mortgagee immediate notice of the actual or threatened commencement of

10. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient by Mortgagee. By way of illustration and not in limitation of the foregoing, Mortgagee 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 or junior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. Mortgagee is hereby authorized to make or advance, in the place and stead of the Mortgagee, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof; and the Mortgagee is further authorized to make or advance in the place and stead of the Mortgagee any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, or charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section, and may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagee without notice and with interest thereon at the Default Interest Rate. 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.

9. Effect of Change in Laws Regarding Taxation. In the event of the enactment, after the date of this Mortgage, of any law of the state in which the premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, Mortgagee, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided however, that if, in the opinion of counsel for Mortgagee, (i) it might be unlawful to require Mortgagee to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable within thirty (30) days from the giving of such notice. Notwithstanding the foregoing, Mortgagee shall not be obligated to pay any portion of Mortgagee's federal or state income tax.

8. Stamp Tax. If at any time the United States government or any state, or municipal government shall require Internal Revenue or other documentary stamps hereon or on the Note secured hereby, or shall otherwise impose a tax or impose an assessment on this Mortgage or on the Note or shall require payment of an interest equalization tax upon the indebtedness secured hereby, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagee, provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect, if Mortgagee lawfully may pay for such stamps or such tax including interest and penalties thereon to or on behalf of Mortgagee and Mortgagee does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

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(c) Mortgage Exoneration. Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of

immediately due and payable without notice to the Mortgagor. Indebtedness secured hereby shall at once, at the option of the Mortgagee, become shall constitute a default hereunder on account of which the whole of the Assignment of Rents given as additional security for the indebtedness secured hereby default under any separate Assignment of Lessor's interest in Lease or under any not such default is cured by Mortgagee pursuant to the right granted herein. Any of a default of landlord in any lease of all or any part of the premises, whether or thereof. Mortgagee shall have the option to declare this Mortgage in default because lease of all or any part of the premises a certificate with respect to the status of any demand therefor by Mortgagee any right to request from the lessee under any occupied, and the rents payable thereunder, and (vi) exercise within five (5) days containing the names of all lessees, terms of all leases, including the spaces within ten (10) days after a request by Mortgagee so to do, a written statement, hereafter entered into, and make, execute and deliver to Mortgagee upon demand, Mortgagee, any lease or leases of all or any part of the premises heretofore or the lessees thereunder, (iv) transfer and assign to Mortgagee upon request of connected with such leases or the obligations, duties or liabilities of landlord or of defend any action or proceeding arising under, growing out of or in any manner leases on the part of the lessees to be kept and performed, (iii) appear in and secure the performance of all of the covenants, conditions and agreements of such on the part of the landlord thereunder to be kept and performed, (ii) enforce or promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of all or any part of the premises, either case without any cost and expense to Mortgagee, shall (i) at all times (b) Mortgagor's Obligations. Mortgagor, or a Beneficial Owner, but in

shall be subject to the approval of Mortgagee as to form, content and tenants and without limiting the generality of the foregoing, neither Mortgagor nor any Beneficial Owner shall, without Mortgagee's prior written consent, (i) make any lease of all or any part of the premises, except for actual occupancy by the lessee thereunder, (ii) execute an assignment or pledge of any rents of the premises or of any lease of all or any part of the premises, except as security for the indebtedness secured hereby, (iii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, or (iv) agree to any amendment to or change in the terms of any lease previously approved by Mortgagee, which substantially reduces the rent payable thereunder or increases any risk or liability of the lessor thereunder.

13. Rents and Leases.

12. Acknowledgment of Debt. Mortgagor shall furnish from time to time within seven (7) days after Mortgagee's request, a written statement, duly acknowledged, verifying the amount due upon this Mortgage (as reflected on the books and records of Mortgagee) and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor shall make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to Mortgagee all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. The proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all of its expenses in connection with such proceedings, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby or to restoring the improvements, in which event the same shall be paid out in the same manner as is provided, with respect to insurance proceeds, in Section 4(a) hereof. Proceeds of any condemnation award paid to and held by Mortgagee for purposes of paying for restoration shall be held in a money market (or then comparable) interest bearing account.

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(c) **Qualifications for admission to the service**

Qualifications for admission to the service are determined by the Department of Defense and the Department of State. The Department of Defense may require that a person be a citizen of the United States or a resident of the United States at the time of admission. The Department of State may require that a person be a citizen of the United States at the time of admission. The Department of Defense may also require that a person be a member of one of the armed forces of the United States at the time of admission. The Department of State may also require that a person be a member of one of the armed forces of the United States at the time of admission. The Department of Defense may also require that a person be a member of one of the armed forces of the United States at the time of admission. The Department of State may also require that a person be a member of one of the armed forces of the United States at the time of admission.

(1) **Qualifications for admission to the service**

(2) **Qualifications for admission to the service**

(3) **Qualifications for admission to the service**

Department of Cook County Clerk's Office

18. Partial Invalidity. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and the Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage or the Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage or the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that it or they are legal, valid and enforceable, that the remainder of this Mortgage and the

17. Purpose of Loan. The entire proceeds of the loan evidenced by the Note are from a "business loan", as that term is used in Section 6404(1)(c) of Chapter 17, Illinois Revised Statutes, and Borrower's beneficiaries own and operate a "business" as that term is defined in said Section 6404(1)(c) of Chapter 17, Illinois Revised Statutes.

16. Future Advances. Mortgagee may, at its option upon request of Mortgagor, at any time before full payment of this Mortgage, make further advances to Mortgagor, and the same with interest shall be on a parity with, and not subordinate to, the indebtedness evidenced by the Note and shall be secured hereby in accordance with all covenants and agreements herein contained, provided, that the amount of principal secured hereby and remaining unpaid shall not, including the amount of such advances, exceed the original principal sum secured hereby, and provided, that if Mortgagee shall make further advances as aforesaid, Mortgagor shall repay all such advances in accordance with the note or notes, or agreement or agreements, evidencing the same, which Mortgagor shall execute and deliver to Mortgagee and which shall be payable no later than the maturity of this Mortgage and shall include such other terms as Mortgagee shall require.

15. Inspection of Books and Records. Mortgagor shall keep and maintain full and correct records showing in detail the income and expenses of the premises and within ten (10) days after demand therefor shall allow Mortgagee to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices, hereinbefore identified, or at such other location as may be mutually agreed upon.

14. 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.

(e) Declaration of Subordination. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the premises are situated, of a unilateral declaration to that effect.

(d) Lessee Assignment. In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each lease of all or any part of the premises made after the date of recording this Mortgage shall, at the option of the Mortgagee, affirm to any person succeeding to the interest of Mortgagor or Beneficial Owner, as the case may be, as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof, provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the prior consent of Mortgagee or said successor in interest, except as otherwise specified in Section 13(a)(iv) hereof. Each lessee, upon request by Mortgagee or any such successor in interest, shall execute and deliver an instrument or instruments confirming such assignment, and Mortgagor shall cause each such lease of all or any part of the premises to contain a covenant on the lessee's part evidencing its agreement to such assignment.

Mortgagor or any Beneficial Owner, as landlord, tenant or assignor, under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord or landlord's assignee, each and all of which covenants and payments Mortgagor agrees to perform and pay.

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and the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

## Section 10

That the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

and the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

That the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

## Section 11

That the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

## Section 12

That the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

and the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

That the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

and the said court shall have jurisdiction to hear and determine the same, and to make such orders and decrees as may be just and equitable in the premises, and to enforce the same by all the legal process of the court, and to do all such other things as may be necessary to carry out the purposes of this act.

Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagee and Mortgagee under the remainder of this Mortgage and the Note shall continue in full force and effect. If under the circumstances interest in excess of the limit allowable by law shall have been paid by Mortgagee in connection with the loan evidenced by the Note, such excess shall be applied by Mortgagee to the unpaid principal balance of the Note or refunded to Mortgagee in the manner to be determined by Mortgagee and if any such excess interest has accrued, Mortgagee shall eliminate such excess interest so that under no circumstances shall interest on the loan evidenced by the Note exceed the maximum rate allowed by the law.

19. Subrogation. In the event the proceeds of the loan made by 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, any prior lien or encumbrance upon the premises or any part thereof, then Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

20. Mortgagee's Right to Deal with Transferee. In the event of the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of said premises, Mortgagee is hereby authorized and empowered to deal with such vendor or transferee with reference to said premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with Mortgagee, without in any way releasing or discharging Mortgagee from said Mortgagee's covenants and undertakings hereunder, specifically including Section 7 hereof, and without Mortgagee waiving its rights to accelerate the Note as set forth in said Section 7.

21. Execution of Security Agreement and Financing Statement. Mortgagee, within ten (10) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a Security Agreement, Financing Statement, or other similar security instrument, in form satisfactory to Mortgagee, covering all property, of any kind whatsoever owned by Mortgagee, which, in the sole opinion of Mortgagee, is essential to the operation of the premises and concerning which there may be any doubt as to whether the title to same has been conveyed by or a security interest therein perfected by this Mortgagee under the laws of the State of Illinois and shall further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue, and extend the security instrument. Mortgagee further agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and re-filing of any such document. To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a Secured Party (as said term is defined in the Uniform Commercial Code) and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the premises on any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgagee or guaranty, if any, given as additional security for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgagee, and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgagee, or reduce or modify the liability, if any, of any person or entity personally obligated for the indebtedness secured hereby, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to the indebtedness secured by this Mortgagee.

22. Releases. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the premises on any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgagee or guaranty, if any, given as additional security for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgagee, and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgagee, or reduce or modify the liability, if any, of any person or entity personally obligated for the indebtedness secured hereby, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to the indebtedness secured by this Mortgagee.

23. Expenses Incurred by Mortgagee. Any costs, damages, expenses or fees, including attorney's fees, incurred by Mortgagee in connection with (i) sustaining the lien of this Mortgagee or its priority, (ii) obtaining any commitment for title insurance or title insurance policy, (iii) protecting the premises, (iv) protecting or enforcing any of Mortgagee's rights hereunder, (v) recovering any indebtedness secured hereby, (vi) any litigation or proceedings (including, but not limited to, bankruptcy, probate and administrative law proceedings) affecting this Mortgagee, the Note, or the premises, or (vii) preparing for the commencement, defense or

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OF THE UNITED STATES NAVY WHO DIED IN THE BATTLE OF SAULSBURY SOUND,  
1776. THE MEMORIAL MUSEUM, CHICAGO, ILLINOIS, IS A MEMORIAL TO THE  
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SOLDIERS AND SEAMEN OF THE UNITED STATES NAVY WHO DIED IN THE BATTLE  
OF SAULSBURY SOUND, 1776.

(d) Mortgagee's Right of Possession in Case of Default. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute

(c) 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 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 attorney's fees, appraiser's fees, publication costs, and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the premises.

(b) Remedies. In addition to any other remedy herein specified, if any default under this Mortgage shall occur, Mortgagee may, at its option, (i) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is hereby expressly waived by Mortgagee) whereupon the same shall become immediately due and payable, (ii) institute proceedings for the complete foreclosure of this Mortgage, (iii) institute proceedings to collect any delinquent installment or installments of the indebtedness secured hereby without accelerating the due date of the entire indebtedness by proceeding with foreclosure of this Mortgage with respect to any delinquent installment or installments of such indebtedness only and any sale of the premises under such a foreclosure proceeding shall be subject to and shall not affect the unmatured part of the indebtedness and this Mortgage shall be and continue as a lien on the premises securing the unmatured indebtedness, (iv) 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, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect, or (v) enforce this Mortgage in any other manner permitted under the laws of the state in which the premises are situated.

(a) Events of Default. It shall constitute a default under this Mortgage when and (i) if any default occurs in the due and punctual payment of the entire principal sum secured hereby, or of any installment thereof, or of interest thereon, or of any installment of interest, or (ii) if any default occurs in the due and punctual performance of or compliance with any other term, covenant or condition in this Mortgage, or in the Note, or in any other instrument now or hereafter evidencing or securing said indebtedness, including, without limitation, any guaranty, assignment of rents or assignment of leases given to secure such indebtedness, or (iii) if Mortgagee, any Beneficial Owner, or any guarantor of the indebtedness secured hereby (a) is voluntarily adjudicated a bankrupt or insolvent, or (b) seeks or consents to the appointment of a receiver or trustee or custodian for itself or for all or any part of its property or (c) 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 any state, or (d) makes a general assignment for the benefit of creditors, or (e) takes any action for the purpose of effecting any of the foregoing, or (iv) if any order, judgment or decree is entered upon an application of a creditor of Mortgagee (as trustee, if at the time Mortgagee is a trustee), or of any Beneficial Owner, or guarantor of the indebtedness secured hereby, without the consent of the party against whom it is entered, by a court of competent jurisdiction (a) appointing a receiver or trustee or custodian of all or a substantial part of the assets of Mortgagee (as trustee if at the time Mortgagee is a trustee) or of such Beneficial Owner or guarantor, as the case may be, or (b) approving any petition filed against Mortgagee, any Beneficial Owner or any guarantor of the indebtedness secured hereby seeking relief under any bankruptcy or other similar laws of the United States or any state and remains in force, undischarged or unstayed for a period of sixty days.

24. Remedies on Default.

participation in any threatened litigation or proceedings as aforesaid, or as otherwise enumerated in Section 24(c) hereof, shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagee, without notice, with interest thereon at the Default Interest Rate.

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where the person has been convicted of a crime involving the use of a firearm.

(g) The court may, in its discretion, order the person to be confined in a mental health facility for a period of not more than 90 days if the court finds that the person is a danger to himself or herself or to others.

(h) The court may, in its discretion, order the person to be confined in a mental health facility for a period of not more than 90 days if the court finds that the person is a danger to himself or herself or to others.

(i) The court may, in its discretion, order the person to be confined in a mental health facility for a period of not more than 90 days if the court finds that the person is a danger to himself or herself or to others.

(j) The court may, in its discretion, order the person to be confined in a mental health facility for a period of not more than 90 days if the court finds that the person is a danger to himself or herself or to others.

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where the person has been convicted of a crime involving the use of a firearm.



(f) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, Mortgagee consents upon application by Mortgagee to the appointment of a receiver of the premises. Such appointment may be made either before or after sale without notice and 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 and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant.

(e) Application of Rental Proceeds. Any avals, rents, issues and profits of the premises received by Mortgagee after having possession of the premises, or Mortgagee 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: (i) to the payment of the operating expenses of the premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents, if management of the premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases and the payment of premiums on insurances heretofore authorized; (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 due prior to the lien of this Mortgage; (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the premises, and of placing and property in such condition as will, in the judgment of Mortgagee or receiver, make the premises readily rentable; (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 surplus or remaining funds, to the Mortgagee, its successors, or assigns, as their rights may appear.

foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagee shall 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, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of Mortgagee or the then manager of the premises relating thereto, and may exclude Mortgagee, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagee, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avals, rents, issues and profits of the premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagee; (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel the same, (iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage and subcontracted to the lien hereof; (iv) extend or modify any then existing leases and make new leases, 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 indebtedness hereunder 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 Mortgagee and all persons whose interests in the premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (v) make all necessary, or proper repairs, decorating, renewals, alterations, additions, betterments, and improvements to the premises as to Mortgagee may seem judicious, (vi) insure and reinsure the premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and (vii) receive all avals, rents, issues and profits.

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(j) Waiver of Statutory Rights. Mortgagor, for itself and on behalf of the trust estate, all persons beneficially interested therein, and each and every person agrees not to apply for or avail itself of any appraisal, valuation, reinstatement, redemption, stay, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and hereby waives the benefits of such laws, including, but not limited to, those specified in subsections 15-1602 and 15-1603 of the Illinois Mortgage Foreclosure Law, and further waives any and all right to have the property and estates comprising the premises marshalled 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. Mortgagor acknowledges and agrees that the land covered by this Mortgage at the time of execution hereof is neither "Agricultural Real Estate" nor "Residential Real Estate" (as those terms are defined in the Illinois Mortgage Foreclosure Law). Mortgagor warrants that it has been authorized, by the trust instrument pursuant to which Mortgagor acts as trustee or by the persons having a power of direction over Mortgagor, to waive Mortgagor's right of reinstatement and redemption, as aforesaid.

(i) Application of Deposits Held by Mortgagor. With respect to any deposits made with or held by Mortgagor or any depository pursuant to any of the provisions of this Mortgage, in the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, Mortgagor may, at its option, without being required to do so, apply any monies or securities which constitute such deposits on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagor may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the prompt payment of the Note and any other indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor.

(h) Application of Proceeds From Foreclosure Sale. The proceeds of any foreclosure sale or 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, including all such items as are mentioned in Section 24(c) hereof, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon, at the Default Interest Rate, (iii) all principal and interest remaining unpaid on the Note, and (iv) any overplus to Mortgagor, its successors, or assigns, as their rights may appear.

(g) Sale of Premises. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold as 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 in which the premises are situated. At any such sale, Mortgagor 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 Mortgagor's bid.

Such receiver shall have the power to take possession, control, and care of the premises and to collect the rents, issues, and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by Mortgagor), as well as during any further times when Mortgagor, its heirs, administrators, executors, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all other powers which may be necessary or are useful in such cases for the protection, possession, control, management, and operation of the premises, during the whole of said period. To the extent permitted by law, said receiver may be authorized by the court to extend or modify any then existing leases and to make new leases, 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 indebtedness hereunder 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 foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.

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(k) 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, nor nullify any prior exercise of such option or such rights of Mortgagee without its express consent except and to the extent otherwise provided by law.

(l) Tender of Payment After Acceleration. In case, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire indebtedness due hereunder, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses, and charges shall have been paid in full.

(m) 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 of a deficiency therein, nor shall it affect any subsequent default of the same or of a different nature.

(n) 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, Mortgagee 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.

(o) Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note, in this Mortgage and in the guaranty of any guarantor shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagee, any guarantor or the premises, 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 in which the premises are situated. 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. The term "Default Interest Rate" is deemed to mean interest at the rate of two percent (2%) per annum in excess of the interest rate from time to time prevailing under the Note until paid.

26. Giving of Notice. All notices to Mortgagee that are either required or contemplated in connection with this Mortgage shall be in writing, and shall be deemed given upon the earlier of the actual receipt thereof by Mortgagee and seventy-two (72) hours after mailing the same to Mortgagee at Mortgagee's address first above written with postage prepaid via certified first class mail. By notice complying with the foregoing provisions of this section, Mortgagee may from time to time change its address for notice purposes, except that any such notice shall not be deemed delivered until actually received. Except as otherwise specifically required, notice of the exercise of any option granted to the Mortgagee herein or in the Note secured hereby, is not required to be given.

27. Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights.

28. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or incurred by the Mortgagee in connection with this transaction.

29. Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the

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ALTON KEARNEY & COMPANY  
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HEBB KURBER

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COOK COUNTY CLERK'S OFFICE

HESS, KAPLAN  
AND McDOWELL,  
LTD.  
ATTORNEYS AT LAW

36. Right to Contest Taxes and Mechanics' Liens. The obligations of Mortgagee under Sections 3 and 7 hereof, and the rights of Mortgagee under Section 10 hereof, are subject to the right of Mortgagee to contest in good faith the validity of any tax or assessment or lien arising from any work performed at or materials furnished to the premises which right, however, is conditional upon (i) such contest having the effect of preventing the collection of the tax, assessment or lien so contested and the sale or forfeiture of the premises or any part thereof or interest therein to satisfy the same, (ii) Mortgagee giving Mortgagee written notice of its intention to contest the same in a timely manner, which, with respect to any contested tax or assessment, shall mean before any such tax, assessment or lien has been increased by any penalties or costs, and with respect to any contested mechanic's lien claim, shall mean within ten (10) days after Mortgagee receives actual notice of the filing thereof, (iii) Mortgagee making and thereafter maintaining with Mortgagee or such other depository as Mortgagee may designate, a deposit of cash (or United States government securities, in discount form, or other security as may, in Mortgagee's sole discretion, be acceptable to Mortgagee, and in either case having a present value equal to the amount herein specified) in an amount not less than One Hundred Twenty-Five Percent (125%) of the amount which, in Mortgagee's reasonable opinion, determined from time to time, shall be sufficient to pay in full such contested tax, assessment or lien and penalties, costs and interest that may become due thereon in the event of a final determination thereof adverse to

35. Recording and Filing. Mortgagee, at its expense, will cause this Mortgage and all supplements thereto for which constructive notice must be given to protect Mortgagee, at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the state in which the premises are situated.

34. Further Assurances. Mortgagee shall execute, acknowledge and deliver to Mortgagee and to any subsequent holder from time to time upon demand (and pay the costs of preparation and recording thereof) any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewals and substitution notes, so as to re-affirm, to correct and to perfect the evidence of the obligation hereby secured and the lien of Mortgagee to all or any part of the premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof, and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage.

33. Binding on Successors and Assigns. Definitions. This Mortgage and all provisions hereof shall extend and be binding upon Mortgagee's successors and assigns and all persons claiming under or through Mortgagee. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The word "person" as used herein means any natural person and any partnership, joint venture, corporation, association or other legal entity. The phrase "Beneficial Owner", as used herein, means the person who owns, or if there be more than one, each of the persons who collectively own one hundred percent (100%) of the beneficial interest in and power of direction under the trust of which Mortgagee is trustee.

32. Construction. The place of contract and payment being located in Illinois, this Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of the State of Illinois. Mortgagee shall act reasonably in the exercise of any right of approval or consent and of any remedies provided hereunder to Mortgagee.

31. Captions. The captions and headings of various sections are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

30. Covenants to Run with the Land. All the covenants hereof shall run with the land.

party against which enforcement of the change, waiver, discharge or termination is asserted.

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УЧАСНИКОВ НА ПУК  
ТАД  
УМО ПОВЕРЛИВО  
НАЛОЗ КУПЕЦУ

ресорте што престанува во случај на негово  
згаснување и/или ликвидација на редовна основа  
независно од причината за ликвидација или  
огосветување. Деловодителот е одговорен за  
свој деловодителски период, а не за деловодителски  
периоди пред или по негово вработување.  
(он денешен ден, или на негово вработување)  
Учеството во капиталот на компанијата  
во случај на ликвидација на компанијата  
независно од причината за ликвидација или  
огосветување. Не е одговорен за деловодителски  
периоди пред или по негово вработување.  
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20. Вработување на компанијата

Безобразна и/или  
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периоди пред или по негово вработување.



Hess, Kaplan  
AND McDowell,  
LTD.  
ATTORNEYS AT LAW

ASST. TRUST OFFICER

ATTEST: *[Signature]*  
By: *[Signature]*

*[Signature]*  
By: *[Signature]*  
CHAM.

DEVON BANK, not personally, but as  
Trustee, as aforesaid

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

39. Exculpation. This Mortgage is executed by DEVON BANK, 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 liability on the said Mortgagor (or Beneficial Owner) personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned (excluding, specifically, any other person provided for in the Note and the owner or owners of any indebtedness accruing hereunder shall look to 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.

38. Disbursements of Proceeds of the Note for Construction of Improvements - Building Loan Agreement. This Mortgage secures an obligation incurred for the construction of an improvement on land including the acquisition cost of the land and is a "construction mortgage" as that term is defined in Section 9-313(1)(c) of the Uniform Commercial Code. Mortgagor and Mortgagee concurrently herewith have entered into a certain Building Loan Agreement dated even date herewith ("Building Loan Agreement"). All advances made and indebtedness arising and accruing under the Building Loan Agreement, from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured hereby and said Building Loan Agreement is fully incorporated into this Mortgage to the same extent as if fully set forth herein. The occurrence of any event of default under said Building Loan Agreement not cured by the times permitted therein, if any, shall constitute a default under this Mortgage entitling the holder of the Note to all of the rights and remedies conferred upon the said holder by the terms of this Mortgage, the Building Loan Agreement, or by law. In the event of a conflict between the terms of this Mortgage, the Note, and the terms of the Building Loan Agreement (including, but not limited to, provisions relating to notice or waiver thereof), Mortgagee shall have the option as to which terms and provisions shall prevail. During construction of the Development described in said Building Loan Agreement, the provisions of Article 10 thereof pertaining to insurance requirements shall supersede the provisions of paragraphs 4(a) and 4(b) hereof.

37. Grace Periods. Notwithstanding any provision herein or in the Note to the contrary and in the event of any default hereunder or under the terms of the Note secured hereby on the part of the Mortgagor, Mortgagee shall be entitled to enforce the remedies hereof provided only after such default shall have continued uncorrected for seven (7) days with respect to a default in the payment of any installment of principal and interest (or either of them) due under the Note or in the payment of any other monetary sum due hereunder (of which no notice shall be required) and for thirty (30) days after written notice from Mortgagee to Mortgagor with respect to any other defaults.

Mortgagor or in the event Mortgagor fails to prosecute such contest as herein required, and (iv) Mortgagor diligently prosecuting such contest by appropriate legal proceedings. In the event Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds, or other security as aforesaid, on deposit as hereinabove provided, Mortgagee may, at its option, liquidate monies deposited with Mortgagee, and apply the proceeds thereof and other assessments, or liens or any portion thereof then unpaid, including the payment of all penalties and interest thereon.

3656642

# UNOFFICIAL COPY

STATE OF ILLINOIS  
OFFICE OF THE CLERK  
JANUARY 2025

NOTICE

OFFICE OF THE CLERK  
JANUARY 2025

NOTICE TO THE PUBLIC

IN MATTER OF THE ESTATE OF [Name]

The undersigned, Clerk of the Circuit Court of Cook County, Illinois, hereby certifies that the following is a true and correct copy of the [document type] as filed in the office of the Clerk of the Circuit Court of Cook County, Illinois, on [date].

The undersigned also certifies that the foregoing is a true and correct copy of the [document type] as filed in the office of the Clerk of the Circuit Court of Cook County, Illinois, on [date].

The undersigned further certifies that the foregoing is a true and correct copy of the [document type] as filed in the office of the Clerk of the Circuit Court of Cook County, Illinois, on [date].

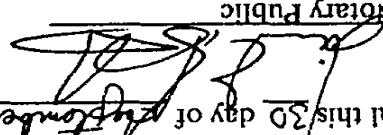
The undersigned also certifies that the foregoing is a true and correct copy of the [document type] as filed in the office of the Clerk of the Circuit Court of Cook County, Illinois, on [date].

Property of Cook County Clerk's Office

36556642

Property of Cook County Clerk's Office

My commission expires:  
My Commission Expires 5-31-89

Given under my hand and Notarial Seal this 30 day of September, 1987.  
  
Notary Public

I, YINCE E. BAKATTA a Notary Public in and for said County, in the State aforesaid, do hereby certify that RICHARD A. LOUNDBY, CHAIRMAN of DEVON BANK, an Illinois Corporation, and JOHN E. HAMM, ASST. TRUST OFFICER of said corporation, 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 acknowledged that they signed and delivered the said instrument as such officers of said corporation as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

# UNOFFICIAL COPY

*Handwritten signatures and initials*

36566642  
36566642  
36566642

OCT -2 11 4 22  
HARRY...  
REGISTER...

Submitted by  
Address  
Premises  
Delivered  
AC  
Deduction  
Admin  
Notified

Sanchez

Property of Cook County Clerk's Office

My commission expires 8-31-80  
My commission expires

Given under my hand and seal this 11th day of October 1980

Notary Public  
Cook County Illinois  
My commission expires 8-31-80

COUNTY OF COOK  
STATE OF ILLINOIS