

DOCUMENT NO.

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1312190

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Steel City National Bank
of Chicago # 3059

DATE OF SEARCH:

12/16/88

771360

RESULT OF SEARCH:

none

2-16-90

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

SEARCHED
INDEXED
SERIALIZED
FILED
DEC 19 1988
COOK COUNTY RECORDS

SEARCHED
INDEXED
SERIALIZED
FILED
DEC 19 1988
COOK COUNTY RECORDS
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11/16/2017

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Mortgagor hereby sells, assigns, sets over and transfers all of the rents, tenant reimbursements, issues and profits which shall hereafter become due or be paid for the use of the premises or any part thereof, all rents, tenant reimbursements, issues and profits arising under the contracts or any thereof, and all unredeemed security, set and other deposits (hereinafter referred to as the "Deposits") paid to anyone in connection with the occupancy of the premises or any part thereof

Mortgagor hereby sells, assigns, sets over and transfers to Mortgages all Mortgages, interest in and to any and all leases, tenant contracts and rental agreements and other contracts, licenses and permits (all of which are sometimes hereinafter referred to as the "Contracts") now or hereafter existing or in any manner relating to the premises, or any part thereof, together with Mortgagor's right and power to cancel, accept the surrender of or modify any of the terms thereof without Mortgages's prior written consent. Mortgagor agrees to execute and deliver such other instruments as Mortgages may require evidencing the assignment of the Contracts.

Mortgagor hereby warrants and represents to Mortgages that Mortgagor has good title to the above-described property (all of which property, both real and personal, being hereinafter referred to collectively as the "Premises"), is lawfully seized and possessed of the premises, and every part thereof, and has the right to grant, bargain, sell, convey, mortgage and warrant the same; and that the premises are free and clear of all liens, and encumbrances, subject only to the matters set forth in Exhibit "B" attached hereto and hereby made a part hereof.

TOGETHER with all other property or rights of Mortgagor of any kind or character, including any permits and governmental approvals or reports and environmental studies related to the said property and/or the improvements thereon and all proceeds and products of the foregoing.

TOGETHER with all rights of Mortgagor under any agreement, contract, understanding or arrangement pursuant to which Mortgagor has, with the consent of Mortgages, obtained the agreement of any person to pay or disburse any money for Mortgages's sale (or borrowing on the security) of any property which is mortgaged or in which Mortgages is given a security interest or any part thereof;

TOGETHER with all rights of Mortgagor to plans and specifications, designs, surveys, drawings and other matters prepared for any construction on the said real property;

or for advances or deposits made, and any other intangible property of Mortgagor related to the said property and/or said improvements;

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1.02 Taxes, liens, charges and expenses. Mortgagor shall pay to Mortgagee on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Mortgagee), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the premises, (b) the yearly ground rents, if any, the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the premises as Mortgagee may require pursuant to paragraph 1.03 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this Mortgage is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof. Any

1.01 Payment of indebtedness. Mortgagor shall pay to Mortgagee the indebtedness when due. Mortgagor shall have no right of offset whatsoever with regard to any payment of the indebtedness.

I. COVENANTS OF MORTGAGOR

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

Mortgagor hereby transfers, assigns and conveys to Mortgagee, as security for the indebtedness, any and all balances, credits, deposits, accounts, items and moneys of Mortgagor now or hereafter in the possession or control of or otherwise with Mortgagee, and Mortgagee is hereby given a lien upon, security title to, and a security interest in all property of Mortgagor of every kind and description now or hereafter in the possession or control of Mortgagee for any reason, including all dividends and distributions on or other rights in connection therewith. Upon the occurrence of an event of default, Mortgagee may, without notice or demand of any kind, at any time and from time to time, when any amount shall be due and payable under the Note, or this Mortgage, appropriate or apply toward the payment of such amount, and in such order of application as Mortgagee may elect, any property, balances, credits, deposits, accounts, items or moneys of Mortgagor in the possession or control of Mortgagee for any purpose.

All of which are sometimes hereinafter referred to as the "Rents", reserving to Mortgagee a license to collect the Rents and to hold the Deposits only so long as there is no event of default, as hereinafter defined, which shall have occurred and be continuing, said license to be revocable immediately upon notice to Mortgagee. Mortgagee agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of the Rents.

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Upon Mortgagee's breach of any covenant or agreement of Mortgagee in this Mortgage, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole

If the amount of the funds held by Mortgagee at the time of the annual accounting thereof shall exceed the amount deemed necessary by Mortgagee to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and other impositions, as they fall due, such excess shall be credited to Mortgagee on the next monthly installment or installment of funds due. If at any time the amount of the funds held by Mortgagee shall be less than the amount deemed necessary by Mortgagee to pay water and sewer rates, taxes, assessments, insurance premiums, rents and other impositions, Mortgagee shall pay to Mortgagee any amount necessary to make up the deficiency within thirty days after notice from Mortgagee to Mortgagee requesting payment thereof.

The funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the funds to pay said rates, rents, taxes, assessments, insurance premiums and other impositions so long as Mortgagee is not in breach of any covenant or agreement of Mortgagee in this Mortgage. Mortgagee shall make no charge for so holding and applying the funds, analyzing said account or for verifying and compiling said assessments and bills, unless Mortgagee pays Mortgagee interest earnings or profits on the funds and applicable law permits Mortgagee to make such a charge. Mortgagee and Mortgagee may agree in writing at the time of execution of this Mortgage that interest on the funds shall be paid to Mortgagee, and unless such agreement is made or applicable law requires interest earnings or profits to be paid, Mortgagee shall not be required to pay Mortgagee any interest, earnings or profits on the funds. Mortgagee shall give to Mortgagee, without charge, an annual accounting of the funds in Mortgagee's normal format showing credits and debits to the funds and the purpose for which each such debt to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

Water by Mortgagee of a requirement that Mortgagee pay such funds may be revoked by Mortgagee, in Mortgagee's sole discretion, at any time upon notice in writing to Mortgagee. Mortgagee may require Mortgagee to pay to Mortgagee, in advance, such other funds for taxes, charges, premiums, assessments and impositions in connection with Mortgagee or the premises which Mortgagee shall reasonably deem necessary to protect Mortgagee's interests (herein "other impositions"). Unless otherwise provided by applicable law, Mortgagee may require funds for other impositions to be paid by Mortgagee in a lump sum or in periodic installments, at Mortgagee's option.

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1.03 Insurance. Mortgagee shall keep the premises and the interests and liabilities incident to the ownership, possession and operation thereof insured for the benefit of Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and against all other such risks and perils as Mortgagee may from time to time designate; provided, however, that the amount of such insurance shall not be less than an amount equal to the unpaid principal balance of the indebtedness. All such insurance shall include (without limitation) general insurance, business interruption insurance, workers' compensation insurance and boiler and machinery insurance, shall be evidenced by such policies and conditions, terms and conditions (including without limitation provisions prohibiting the cancellation or material modification thereof without providing Mortgagee at least thirty (30) days' prior written notice), shall provide coverage for a period not less than one year, shall have such expiration dates, and shall be issued by such companies licensed to do business in the state of Illinois, all as approved by Mortgagee. All insurance policies shall be held by and, to the extent of its interests, shall be for the benefit of and first payable in the case of loss, without contribution, to Mortgagee pursuant to a mortgage clause satisfactory to Mortgagee. Mortgagee shall provide Mortgagee written evidence of the timely payment in advance of all premiums for such policies. Mortgagee shall deliver to Mortgagee a new policy, together with written evidence of the payment of the premium therefor, as a requirement for any existing policy at least thirty (30) days before the date of such expiration. Mortgagee does hereby transfer and assign to Mortgagee all such insurance policies, and the proceeds thereof, and in the event of a loss, the proceeds collected may, at the option of Mortgagee, be used in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness, whether the indebtedness or any part thereof be then matured or unmatured; (2) use the same or any part thereof to fulfill any of the covenants and agreements of Mortgagee hereunder as Mortgagee may determine; (3) pay the same or any part thereof to Mortgagee for the purpose of replacing, restoring or altering the premises to a condition satisfactory to Mortgagee; or (4) release the same to Mortgagee. With respect to rental insurance, the proceeds thereof received by Mortgagee shall be held and applied by Mortgagee, in Mortgagee's discretion, to obligations of Mortgagee under the Note, this

disclosure, any funds held by lender at the time of application (1) to pay rates, rents, assessments, insurance premiums and other impositions which are now or will hereafter become due, or (2) as a credit against sums secured by this mortgage. Upon payment in full of all sums secured by this mortgage, Mortgagee shall promptly refund to Mortgagee any funds held by Mortgagee.

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Mortgagee shall promptly keep and perform all agreements and covenants required to be kept and performed pursuant to any and all leases and other instruments creating

(f) Mortgagee shall not cause or permit anything to be done which would or could increase the risk of fire or other hazard to the premises, or any part thereof, or which would or could result in an increase in any insurance premiums payable with respect to the premises, or which would or could result in the cancellation of any insurance policy carried with respect to the premises.

(g) Mortgagee shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the premises or any part thereof.

(h) Mortgagee shall not commit or suffer any strip or waste of the premises.

(i) Mortgagee shall not remove, demolish, destroy or alter the premises, or any portion thereof, without the prior written consent of Mortgagee.

(j) Mortgagee shall keep the premises protected and in good order, repair and condition at all times, promptly replacing, repairing or restoring any part thereof which may become damaged, lost or unsuitable for use. In the event the premises or any part thereof is damaged or destroyed by fire or other casualty, Mortgagee shall immediately notify Mortgagee, in writing, of such damage or destruction.

1.04 Care of Premises.

Notwithstanding any other provision of this mortgage, Mortgagee shall keep the premises protected and in good order, repair and condition at all times, promptly replacing, repairing or restoring any part thereof which may become damaged, lost or unsuitable for use. In the event the premises or any part thereof is damaged or destroyed by fire or other casualty, Mortgagee shall immediately notify Mortgagee, in writing, of such damage or destruction. Mortgagee shall not remove, demolish, destroy or alter the premises, or any portion thereof, without the prior written consent of Mortgagee. Mortgagee shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the premises or any part thereof. Mortgagee shall not cause or permit anything to be done which would or could increase the risk of fire or other hazard to the premises, or any part thereof, or which would or could result in an increase in any insurance premiums payable with respect to the premises, or which would or could result in the cancellation of any insurance policy carried with respect to the premises. Mortgagee shall promptly keep and perform all agreements and covenants required to be kept and performed pursuant to any and all leases and other instruments creating

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(a) As additional collateral and further security for the indebtedness, Mortgagor does hereby assign to Mortgagee

1.09 Leases, Tenant Contracts, etc.

1.08 Eminent Domain. Mortgagor within three (3) days upon request in person, or within five (5) days upon request by mail, shall furnish to Mortgagee a sworn certificate setting forth the amount of principal and interest due under the Note and existing whether any offsets or defenses exist against the indebtedness.

(b) Upon the request of Mortgagee, Mortgagor shall furnish to Mortgagee Mortgagor's current financial statements.

(a) Mortgagor shall keep, at Mortgagor's sole cost and expense, and shall make available to Mortgagee at the premises from time to time upon reasonable request of Mortgagee, adequate records and books of account with respect to the premises in accordance with generally accepted accounting principles or sound cash basis accounting principles, consistently applied, and shall permit Mortgagee, by Mortgagee's agents, employees, accountants and attorneys, to visit at any time and from time to time and inspect the premises and examine such records and books of account and to discuss the affairs, finances and accounts of Mortgagor and with the officers, agents, employees and/or principals of Mortgagor, at such reasonable times as may be requested by Mortgagee.

1.07 Books and Records.

agreements of Mortgagor hereunder as Mortgagee may determine, (iii) pay the same or any part thereof to Mortgagor for the purpose of replacing, restoring or altering the premises to a condition satisfactory to Mortgagee, or (iv) release the same to Mortgagor. Any proceeds applied to the indebtedness shall be applied, at the option of Mortgagee, to the last installment or installments of principal coming due under the Note. Mortgagee shall be under no obligation to question the amount of any such award or proceeds and may accept the same in the amount in which the same shall be paid. Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of all such awards and proceeds to Mortgagee. If, prior to the receipt by Mortgagee of such award or proceeds, the premises shall have been sold on foreclosure of this mortgage, Mortgagee shall have the right to receive such award or proceeds to the extent of any unpaid indebtedness following such sale, with legal interest thereon, whether or not a deficiency judgment on this mortgage shall have been sought or recovered, and of reasonable counsel fees, costs, including costs of litigation, and disbursements incurred by Mortgagee in connection with the collection of such award or proceeds.

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(c) Each lease, tenant contract and rental agreement pertaining to the premises or any part thereof shall provide that, in the event of the enforcement by mortgagee or remeasures provided for by law or by this mortgage, the lessee or tenant thereunder will, upon request of mortgagee or any other person or entity succeeding to the interest of mortgagee as a result of such enforcement, automatically assign to and become the lessee or tenant of said premises in interest, without change in the terms or other provisions of said lease, tenant contract or rental agreement; provided however, that said successor in interest shall not be bound by (1) any payment of rental or additional rental for more than one (1) month in advance, or (2) any amendment or modification of said lease, tenant contract or rental agreement made without consent of

(d) Mortgagee shall not execute an assignment of the contracts or the rents or any part thereof, whether as security or otherwise, unless mortgagee shall first consent to such assignment, which consent may be withheld for any reason, whether or not unreasonable or arbitrary, or for no reason, and unless such assignment shall provide that it is subordinate to the assignment contained in this mortgage and any assignment then existing or thereafter executed pursuant hereto.

Mortgagee's interest in any and all contracts, and Mortgagee hereby warrants and represents that all such contracts are in full force and effect. Mortgagee agrees to execute and deliver to mortgagee such additional instruments, in form and substance and with such warranties satisfactory to mortgagee, as may hereafter from time to time be requested by mortgagee further to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by mortgagee to any of the contracts, or to impose upon mortgagee any obligation with respect thereto. Except in the ordinary course of mortgagee's business, without first obtaining on each occasion the written approval of mortgagee, Mortgagee shall not cancel any of the contracts or terminate, modify or accept a surrender thereof or reduce the payment of the rental or fees thereunder or accept, or permit to be made, any prepayment of any installment of rent or fees thereunder (except the usual prepayment of rent which results from the acceptance by a landlord on or about the first day of each month of the rent for the ensuing month). Mortgagee shall faithfully keep and perform, or cause to be kept and performed, all of the covenants, conditions and agreements contained in each of the contracts on the part of mortgagee to be kept and performed and shall at all times do all things necessary to compel performance by each other party to said instruments of all obligations, covenants and agreements by such other party to be performed thereunder. In event of default, as hereinafter defined, shall occur, Mortgagee shall immediately pay over to mortgagee an amount equal to the total of the then outstanding deposits.

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(b) This Mortgage constitutes a legal, valid and binding obligation of Mortgagor enforceable against Mortgagor in accordance with its terms.

(a) The execution, delivery and performance of this Mortgage, the Note and all other documents executed by Mortgagor in connection with the loan represented by the Note do not contravene any legal or contractual restriction binding on or affecting Mortgagor or the Premises.

1.12 Additional Covenants, Representations and Warranties. Mortgagor covenants, warrants and represents that:

1.11 Use and Management of Premises. Mortgagor shall be strictly prohibited from altering or changing, in any way whatsoever, the use, operation or management of the Premises, or from filing of record any document or communicating, in any way whatsoever, with tenants concerning conversion of the Premises to any form of condominium, cooperative or other collective or subdivided ownership, without the prior written consent of Mortgagor, which consent may be withheld for any reason, whether or not unreasonable or arbitrary, or for no reason. The identity of the managing agent of the Premises shall at all times be subject to Mortgagor's consent, which consent shall not be unreasonably withheld.

1.10 Legal Actions. In the event that Mortgage is made a party to or appears, either voluntarily or involuntarily, in any action or proceeding affecting or relating to the Premises (including without limitation, any action or proceeding brought under any Federal, state or local environmental statute), the Note, the indebtedness, the Loan Commitment or the validity or priority of this Mortgage, then Mortgagor shall, upon demand, reimburse Mortgagee for all costs, expenses and liabilities incurred by Mortgagee by reason of any such action or proceeding, including without limitation attorney fees and costs and expenses of litigation, and the same shall be secured by this Mortgage. Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from and against any liability, loss, injury, claim, damage, cost or expense, including without limitation attorney fees and costs and expenses of litigation, which Mortgagee may incur, suffer or be threatened with on account of any claim for a fee, commission or similar compensation by any broker, agent or finder, whether or not meritorious, in connection with the negotiation or execution of the Loan Commitment or any of the transactions contemplated thereby.

Mortgagee or said successor in interest. Each lease, tenant contract and rental agreement pertaining to the Premises shall also provide that, upon request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

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(h) Mortgagee has not received (and has no knowledge

of) any information regarding the mortgagee's activities or the status of the mortgagee's business, and the mortgagee has not provided any information regarding the mortgagee's activities or the status of the mortgagee's business, and the mortgagee has not provided any information regarding the mortgagee's activities or the status of the mortgagee's business.

(f) Mortgagee is a corporation or partnership or other entity organized under the laws of the state or states of their incorporation, and the mortgagee is a corporation or partnership or other entity organized under the laws of the state or states of their incorporation, and the mortgagee is a corporation or partnership or other entity organized under the laws of the state or states of their incorporation.

(e) The loan evidenced by the Note is being made solely for the benefit of the mortgagee, and there are no other persons or entities who are to benefit from the loan.

(d) Mortgagee intends to and shall use the proceeds of the loan represented by the Note solely for a business purpose and not for any purpose that is not permitted by the Note.

(c) No authorization, approval or other action by the mortgagee is required for the mortgagee to exercise its rights and remedies under the Note, and the mortgagee shall not be bound by any restrictions or conditions on its exercise of its rights and remedies.

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(c) Any warranty, representation or statement of Mortgage, or which is or has been made on behalf of Mortgage, or in this Mortgage, or in any other document, affidavit, certificate or other instrument now or hereafter evidencing, securing or otherwise relating to the indebtedness or the premises, or any part thereof, proves untrue or misleading in any

(b) Mortgagee fails to pay any other sums covenanted to be paid by Mortgagee under the Note or this Mortgage, or any other portion of the indebtedness, when and as the same shall become due and payable;

(a) Mortgagee fails to pay any installment of principal or interest, or of principal and interest, or any part thereof, payable under the Note, when and as the same shall become due and payable;

2.01 Event of Default. The occurrence of any one of the following events shall constitute an event of default hereunder:

II. DEFAULT AND REMEDIES

1.13 Hazardous Material. Mortgagee shall indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including attorney's fees and costs of litigation) and claims of any and every kind and whatsoever paid, incurred or suffered by or asserted against Mortgagee for, with respect to, or as a direct result of the presence of any hazardous, toxic or dangerous substances, waste or material defined as such under any Federal, state or local statute ("hazardous material"), which is on, under or over the premises or any part thereof, or the occurrence of any event which would be deemed under any Federal, state or local statute as a release or disposal of a hazardous material on, under or from the premises or any part thereof.

(f) There are no existing prior assessments which are unpaid and Mortgagee has no knowledge of any pending or contemplated assessments against the premises.

(g) There are presently in effect all licenses, certificates of occupancy and permits as may be required for the present and proposed operation of the premises.

(h) Any notice or request from any municipal department, insurance company or Board of Fire Underwriters (or organization exercising functions similar thereto) or mortgagee requesting the performance of any work or alterations with respect to the premises which has not been complied with, and Mortgagee has not received (and has no knowledge of) any notice of violation of any local, state or Federal environmental protection or pollution control laws with respect to the premises.

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2.02 Rights of Mortgagee Upon Default. Upon the occurrence of an Event of Default, Mortgagee, at its option, may do any one

(f) There shall occur any breach, default or event of default under any document or instrument evidencing or securing any other indebtedness secured by all or any part of the premises.

(g) If Mortgagee shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Mortgagee shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Mortgagee, or if Mortgagee shall be adjudged a bankrupt or if a trustee or receiver shall be appointed for Mortgagee or Mortgagee's property, or if the premises shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Mortgagee shall make an assignment for the benefit of creditors, or if there is an attachment execution or other judicial seizure of any portion of Mortgagee's assets and such seizure is not discharged within thirty (30) days.

(h) The sale or transfer of (1) all or part of the premises, or any interest therein, or (2) any beneficial interest in Mortgagee if Mortgagee is a corporation, partnership, trust or other legal entity.

(i) Mortgagee fails to keep, observe, perform, carry out or execute in every particular the other covenants, agreements, obligations and conditions contained in this Mortgage, the Note, the Loan Commitment or any other instrument now or hereafter evidencing, securing or otherwise relating to the indebtedness or any part thereof or defaults on any obligation it may now or hereafter have to Mortgagee in addition to the indebtedness; or

(j) The premises are subjected to actual or threatened waste, or all or any part thereof is removed, demolished or altered without the prior written consent of Mortgagee, which consent may be withheld for any reason, whether or not unreasonable or arbitrarily, or for no reason;

(k) Any event occurs under any instrument, mortgage or agreement given or made by Mortgagee to or with any third party which would authorize the acceleration of an indebtedness to such third party;

material respect;

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2.04 Subrogation. To the full extent of the indebtedness, Mortgagee is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each and every lien, claim, demand and other encumbrance on the premises which is paid or satisfied, in whole or in part, out of the proceeds of the indebtedness, and the respective liens, claims, demands and other encumbrances shall be and each of them is hereby preserved

2.03 Restoration of Parties. In the event Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage, and such proceedings are discontinued or abandoned for any reason, the Mortgagee and Mortgagee shall immediately be restored to their former positions and rights hereunder, and all rights powers and remedies of Mortgagee shall continue as if no such proceeding had taken place.

(c) Apply for the appointment of a receiver of the rents, issues and profits of and from the premises, without notice to Mortgagee. Mortgagee shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the premises as security for the indebtedness or the solvency of Mortgagee or any person or legal entity, if any, which may be liable for the payment of all or any part of the indebtedness;

(b) Enter upon and take possession of the premises without the appointment of a receiver, or an application therefor, and collect and receive the rents, issues and profits of and from the premises, and Mortgagee is hereby constituted and appointed as the attorney in fact of Mortgagee to manage and operate the premises and to collect all such sums. After deducting from the sums so collected all expenses of taking, holding, managing and operating the premises (including compensation for the services of all persons employed for any of such purposes), the net amount so collected shall be applied toward the indebtedness; provided that nothing herein contained shall be construed to obligate Mortgagee to discharge or perform the duties of a landlord to any tenant or to impose any liability upon Mortgagee as the result of any exercise by Mortgagee of its rights under this Mortgage, and Mortgagee shall be liable to account only for the rents, issues and profits actually received by Mortgagee;

(a) Declare the indebtedness to be immediately due and payable without notice to or demand upon Mortgagee, and may proceed to protect and enforce all rights by any action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law;

or more of the following:

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3.02 Interest Not to Exceed Maximum Allowed by Law. Anything in the Note, the Loan Commitment or this Mortgage to the contrary notwithstanding, it is understood and agreed by the parties that if by reason of acceleration or otherwise, interest paid or contracted to be paid by Mortgagor on the indebtedness or

3.01 Mortgagor as Tenant Holding Over. So long as the indebtedness, or any part thereof, remains unpaid, Mortgagor agrees that possession of the premises shall be as tenant under Mortgage, and, in case of a sale upon foreclosure as provided in this Mortgage, Mortgagor and any person in possession under Mortgage, as to whose interest such sale was not made subject, shall, at the option of the purchaser at such sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily disposed in accordance with the laws applicable to tenants holding over.

III GENERAL PROVISIONS

2.06 No Waiver. No modification or waiver by Mortgagor of any right or remedy under this Mortgage shall be effective unless made in writing. No delay by Mortgagor in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof upon the occurrence of an event of default. No failure by Mortgagor to insist upon the strict performance by Mortgagor of each and every covenant and agreement of Mortgagor under the Note or this Mortgage shall constitute a waiver of any such covenant or agreement, and no waiver by Mortgagor of any event of default shall constitute a waiver of or consent to any subsequent event of default. No failure of Mortgagor to exercise its option to accelerate the maturity of the indebtedness, nor any forbearance by Mortgagor before or after the exercise of such option, nor any withdrawal or abandonment by Mortgagor of any action of or sale upon foreclosure hereunder or any of its rights under such action or sale, shall be construed as a waiver of any option, power or right of Mortgagor hereunder.

2.05 Remedies Cumulative. Each of the rights of Mortgagor under this Mortgage and the Note is separate and distinct from and cumulative to all other rights herein and therein granted, and all other rights which Mortgagor may have in law or equity, and no such right shall be in exclusion of any other.

and shall pass to and be held by Mortgagor as additional collateral and further security for the indebtedness, to the same extent they would have been preserved and would have been passed to and held by Mortgagor had they been duly and legally assigned, transferred, set over and delivered unto Mortgagor by assignment, notwithstanding the fact that the same may be satisfied and cancelled of record.

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3.05 Waiver of Homestead. Mortgages for himself and family, hereby waives and renounces any and all homestead and exemption rights which he or his family may have under or by virtue of the Constitution or the laws of the United States or of any state, in and to the premises as against the collection of all amounts secured hereby or any part thereof, and does transfer, convey and assign to the holder hereof a sufficient amount of such homestead or exemption as may be allowed, including but not limited to such homestead or exemption as may be apart in bankruptcy, up to an amount sufficient to pay the amounts secured hereby in full, with all costs of collection, and does hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to Mortgages a sufficient amount of property or money set apart as exempt to be applied to the amounts secured hereby and does hereby appoint Mortgages the attorney in fact for Mortgages to claim any and all homestead exemption allowed by law. Mortgages hereby waives that no one

3.04 Assignment. This Mortgage and the indebtedness are freely assignable by Mortgages, and any such assignment by Mortgages shall operate to vest in such assignee the lien hereof upon and to the premises and all rights and powers herein conferred. Without limiting the generality of the foregoing, Mortgages acknowledges that Mortgages may, at any time and from time to time, sell this Mortgage or any interest herein, pledge or assign this Mortgage or any interest herein as security in connection with any financing arrangement or enter into any participation or similar cooperative arrangements with respect hereto.

3.03 Severability. If any provision, paragraph, sentence, clause, phrase or word of this Mortgage, or the application thereof in any circumstance, is held invalid or unenforceable, the validity and enforceability of the remainder of this Mortgage, and of the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance, shall not be affected thereby, it being intended that all rights, powers and privileges of Mortgages hereunder shall be enforceable to the fullest extent permitted by law.

any part thereof shall exceed the maximum amount permitted by applicable law, then at the option of Mortgages, the indebtedness shall immediately become due and payable in full, unless such excess amount may be allocated as additional interest previously accrued or otherwise allocated or credited so as not to exceed the maximum amount permitted by law, in which event such excess shall be so allocated or credited; provided that this sentence shall not operate if there is no applicable law limiting the amount of interest which can be paid on the indebtedness or if no usury defense is available to Mortgages. All interest charges provided for in this Mortgage shall be calculated on the basis of a 360 day year.

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3.09 Power of Mortgagees to Reconvey or Consent. Without affecting the liability of Mortgagee or any other person for the payment of the indebtedness or any part thereof, including such reconveyance of the premises to Mortgagee, or the lien of this mortgage upon any remainder of the premises which has not been so reconveyed for the full amount of the indebtedness than or thereafter secured hereby, or the rights and powers of Mortgagee

3.08 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagee under this mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness. To the fullest extent permitted by law, Mortgagee waives all present and future statutes of limitation with respect to the indebtedness or any part thereof in any action or proceeding for the purpose of enforcing this mortgage or any rights or remedies hereunder.

3.07 Waiver of Right of Redemption and Similar Rights. Mortgagee hereby waives the benefit of all laws now existing or that hereafter may be enacted providing for (1) any appraisal or before sale of any portion of the premises, and (2) the extension of time for the enforcement of the collection of the indebtedness or enforcement of this mortgage or creating or extending a period of redemption from any sale made in collecting said indebtedness. To the full extent, Mortgagee may do so, Mortgagee agrees that Mortgagee will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter enforced providing for any appraisal, valuation, stay, extension of redemption, and Mortgagee, for Mortgagee, its heirs, devisees, representatives, successors and assigns, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. If any such law now enforced, of which Mortgagee, its heirs, devisees, representatives, successors and assigns or any other person might take advantage despite this paragraph, shall hereafter be repealed or cease to be enforced, such law shall not thereafter be deemed to preclude the application of this paragraph.

3.06 Waiver of Rights to Require Marshalling or Separate Sales. Mortgagee hereby waives any and all rights it may have under applicable law to require the marshalling of assets or of liens or that would require that the premises to be sold as separate or unitary tracts, lots or units in the event Mortgagee exercises its right to foreclose this mortgage.

has any homestead rights in the premises or any part thereof.

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3.17 Number and Gender. Whenever required by the context, the singular number shall include the plural and the gender of

3.16 Captions. Titles or captions of articles and paragraphs contained in this Mortgage are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision hereof.

From time to time as Mortgagee deems necessary to protect Mortgagee's interests, Mortgagee shall, upon request of Mortgagee, execute and deliver to Mortgagee, in such form as Mortgagee shall direct, assignments of any and all rights or claims which relate to the construction of the premises and which Mortgagee may have against any party supplying or who has supplied labor, materials or services in connection with construction of the premises. In case of breach by Mortgagee of the covenants and conditions of the Construction Loan Agreement, Mortgagee, at Mortgagee's option, with or without entry upon the premises, (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this Mortgage and invoke those remedies provided in paragraph 2.02 hereof, or (iii) may do both.

3.15 Construction Loan Provisions. Mortgagee agrees to comply with the covenants and conditions of the Construction Loan Agreement, in any, which is hereby incorporated by reference in and made a part of this Mortgage. All advances made by Mortgagee pursuant to the Construction Loan Agreement shall be independent of Mortgagee secured by this Mortgage, and such advances may be obligatory as provided in the Construction Loan Agreement. All sums disbursed by Mortgagee prior to completion of the improvements to protect the security of this instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Mortgagee of interest at such rate would be contrary to applicable law in which event such amount shall bear interest at the highest rate which may be collected from Mortgagee under applicable law and shall be payable upon notice from Mortgagee to Mortgagee requesting payment therefor.

secured party under the Uniform Commercial Code, and at paragraph 2.02 of this Mortgage as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the premises separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 2.02 of this Mortgage.

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This Commercial Mortgage, Security Agreement and Assignment of Leases and Rents is executed by THE STEEL CITY NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 10, 1988, AND KNOWN AS TRUST NO. 3059, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be

3.18 Reconstruction of Premises. Anything herein contained to the contrary notwithstanding, in the event of any loss or damage to any portion of the premises, or any portion thereof, are taken or damaged under the power of eminent domain or by condemnation or any transaction in lieu of condemnation, all proceeds received in connection with any such casualty damage, eminent domain or condemnation (the "proceeds") shall be deposited with Mortgagee and shall be used to reimburse Mortgagee for the cost of rebuilding or restoration and operations of building and improvements on the premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagee is entitled to reimbursement out of such proceeds, such proceeds shall be disbursed to Mortgagee through a Construction Escrow established with a Title Company acceptable to Mortgagee from time to time, upon Mortgagee and Escrowee being furnished with such building permits, architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee and Escrowee may reasonably require and approve. Mortgagee may, in its discretion, request that payments for the cost of construction be made directly to any contractor, subcontractor, material man, or to any vendor of fixtures and equipment. In the event the cost of restoration exceeds the amount of the proceeds, Mortgagee shall be required to deposit with Mortgagee a sum of money equal to such deficiency prior to the start of restoration. In the event the proceeds exceed the cost of restoration, such excess shall be applied as a prepayment of the loan. Construction shall begin within three (3) months from the date the proceeds are deposited with Mortgagee. In the event Mortgagee is in default, the proceeds of any such insurance policy or policies shall, at Mortgagee's option, be applied to the indebtedness secured hereby. Anything herein contained to the contrary notwithstanding, it, in the sole judgment of Mortgagee, there is reasonable doubt as to Mortgagee's ability to complete construction of the building and improvements, or if restoration is not commenced within three (3) months after any such loss, damage, fire, casualty, condemnation or eminent domain taking all proceeds shall be applied as a prepayment of the loan.

any pronoun shall include the other genders.

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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 Bank and

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named

STATE OF ILLINOIS }
COUNTY OF COOK }
SS

Property of Cook County

BY: *Mary Ann J. ...*

THE STEEL CITY NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 10, 1962, AND KNOWN AS TRUST NO. 3059.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage or has caused the same to be executed by its duly authorized representatives, the date and year first above written.

the warranties, indemnities, representations, covenants, and agreements and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against such Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

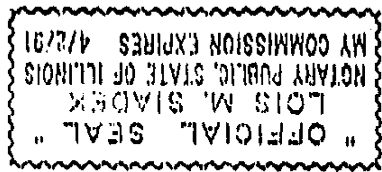
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Notary Public

Lois M. Stader

GIVEN under my hand and Notarial Seal, this 14th day of February, 1990.

caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as the Trustee aforesaid, for the uses and purposes therein set forth.

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3851011

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Common Address: 19100 So. Ridgeland Avenue
Winley Park, Illinois 60477

PIN: 31-06-405-001-0000

The South 1/2 of the South East 1/4 South of the Indian Boundary
Line, of fractional Section 6, all in Township 35 North, Range
13, East of the Third Principal Meridian, in Cook County,
Illinois.

EXHIBIT "A"

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STEVEN J. COLOMBO
17130 So. Torrence Avenue
Lansing, Illinois 60438

Prepared by and Mail to:

General taxes for the year 1989 and subsequent years.

EXHIBIT "B"

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11/14/2016

COOK COUNTY CLERK'S OFFICE
111 N. WASHINGTON ST. CHICAGO, IL 60602
TEL: 312.603.5000 FAX: 312.603.5001
WWW.COOKCOUNTYCLERK.COM

REPLICATION
3861041

~~195640~~
1312190

Mtg 02/2

CAROL MOSELEY GRAU
REGISTRAR OF TITLES

1998 FEB 16 PM 12:29

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Submitted

Address

Promisor

Delivered

Acted

Part

Address

Notified

Address

Notified

Turkey Park Bank PC
16255 S. Harlem
Turkey Park, IL 60177

60177