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Cook County Recorder 63.00



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THIS MORTGAGE AND SECURITY AGREEMENT
SECURES A VARIABLE RATE NOTE

MORTGAGE, SECURITY AGREEMENT AND
UCC FINANCING STATEMENT

from

3400 DUNDEE, LLC, an Illinois Limited Liability Company

and

THE RUDMAN FAMILY LIMITED PARTNERSHIP, an
Illinois Limited Partnership

to

LIBERTYVILLE BANK & TRUST COMPANY

DATED AS OF JUNE 1, 2002

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This instrument is effective and shall remain effective as a financing statement filed as a fixtures filing with respect to all goods which are or are to become fixtures on the real estate herein described, and is to be filed for record in the real estate records of Cook County, Illinois. The mailing address of Mortgagee (creditor) and the address of mortgagor (debtor) are set forth within. A photographic or other reproduction of this instrument or any financing statement relating to this instrument shall be sufficient as a financing statement.

BOX 333-CTI

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THIS MORTGAGE, SECURITY AGREEMENT AND UCC FINANCING STATEMENT, made this 1st day of June, 2002 between 3400 Dundee, LLC, an Illinois Limited Liability Company and The Rudman Family Limited Partnership, an Illinois Limited Partnership, hereinafter referred to collectively as Mortgagor, and Libertyville Bank & Trust Company, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Six Million, Eight Hundred Thousand and NO/100 Dollars (\$6,800,000.00), ("Principal"), and pursuant to the Promissory Note also dated June 1, 2002 (the "Note") between 3400 Dundee, LLC and the Rudman Family Limited Partnership (collectively the "Borrower") and Mortgagee.

NOW, THEREFORE, TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; and (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage. The Mortgagor does hereby MORTGAGE, GRANT AND CONVEY to the Mortgagee the following described property located in Cook County, Illinois:

PARCEL 1:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE

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SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3, AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK, LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983 AND KNOWN AS TRUST NUMBER 60300, DATED JULY 9, 1984 AND RECORDED JULY 13, 1984 AS DOCUMENT 27171232, AND BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE ABOVEMENTIONED PARTIES, DATED SEPTEMBER 11, 1985 AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85320712 FOR INGRESS, EGRESS, DRIVEWAY AND OFF-STREET PARKING OVER PORTIONS OF THE FOLLOWING LEGAL DESCRIPTIONS:

PARCEL "A":

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL "B":

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934, BY THE COUNTY OF COOK), IN

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COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to as the "Premises,"

TOGETHER, with all buildings and improvements now or hereafter constructed upon said real estate or any part thereof, and all heretofore or hereafter vacated alleys and streets abutting said real estate, and together with all fixtures and equipment owned by Borrower now or hereafter installed for use in the operation of the building or buildings now or hereafter constructed on said real estate, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all awnings, water heaters, incinerators and carpeting, all of which buildings, improvements, fixtures, equipment and appliances are pledged primarily and on a parity with said real estate and not secondarily and which shall be deemed to be a part of the real estate;

TOGETHER with all rents, issues and profits and leases thereof for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, and the tenements, hereditaments, easements and appurtenances. (Any reference herein made to the "Premises" shall be deemed to mean the above-described real estate and said buildings, improvements, fixtures, equipment, and appliances, and the rents, issues, profits and leases thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise.)

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

MORTGAGOR DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

FIRST: Payment of Principal and Interest: Mortgagor shall pay or cause to be paid the principal and interest of the Note in accordance with the terms and provisions thereof and shall pay or cause to be paid when due all other amounts provided herein.

SECOND: Preservation and Maintenance of Property: Mortgagor will abstain from and will not permit the commission of waste on the Premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the Premises. Mortgagor shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said Premises, or remove the same therefrom, or permit any tenants or other person to do so, without the prior written consent of the Mortgagee. Mortgagor will not permit any portion of the Premises to be used for any unlawful purposes. Mortgagor covenants and agrees that in the ownership, operation and management of the Premises Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations,

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orders and restrictions, including, without limitation, all zoning, building code, environmental protection and equal opportunity statutes, ordinances, regulations, orders and restrictions.

THIRD: Hazard Insurance: Mortgagor shall keep all the Premises insured against loss or damage by fire and the perils covered by extended coverage insurance, and such other risks (including without limitation, war damage insurance and rent insurance) as may be required by Mortgagee from time to time. In the absence of any notice being given reasonably by Mortgagee, the amount shall be equal to the unpaid principal balance. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may, from time to time, require. All policies of insurance to be furnished hereunder shall be in form, content, and amount and with insurer or insurers satisfactory to Mortgagee, with a Standard Mortgage Clause and Lenders Loss Payable Clause attached to all policies in favor and in form and content satisfactory to the Mortgagee. The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days notice to the Mortgagee prior to any cancellation thereof. In the event of loss or damage, the Mortgagee shall, after deducting the costs of collection thereof, if any, make the insurance proceeds available to the Mortgagor for repair and restoration, provided: (a) the proceeds are deposited with the Mortgagee; (b) there is no default under the terms of the Note, Mortgage, or any other instrument securing the indebtedness; (c) the insurance carrier does not deny liability to a named insured; (d) the Mortgagee shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to such costs and appropriate plans and specification; (e) if the estimated costs of reconstruction shall exceed the proceeds available Mortgagor shall furnish a bond of completion or such other evidence reasonably satisfactory to the Mortgagee of the Mortgagor's ability to meet with excess costs; (f) disbursement of the proceeds during the reconstruction shall be upon an architect's certification as to the cost of the work done and evidence that there are no liens arising upon the reconstruction. No payment made prior to the final completion of work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of the said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the costs of completion of the work free and clear of liens; (g) final payment shall be upon an architect's certificate and certification by one of the Mortgagee's appraisers as to completion in accordance with plans and specifications. The building and improvements so restored or rebuilt are to be of at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the proceeds of the loss under any policy shall be paid over to the Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagor to Mortgagee, whether or not then due and payable. If the loss or damage is less than One Hundred Thousand and 00/100 Dollars (\$100,000.00), the proceeds of the loss under any policy shall not be required to be paid over to Mortgagee.

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FOURTH: Charges; Liens: Mortgagor shall pay when due all taxes and assessments that may be levied on said Premises, and shall promptly deliver to Mortgagee receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said Premises created or represented by this Mortgage whether levied against Mortgagor or otherwise. In the event payment by Mortgagor of any tax referred to in the foregoing sentence would either be unlawful if made or would result in the payment of interest in excess of the rate permitted by law then Mortgagor shall have no obligation to pay the portion of such tax which would result in the payment of such excess; provided, however, in any such event, at any time after the enactment of the law providing for such tax, Mortgagee at its election, may declare the entire principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately, without notice.

FIFTH: Funds for Taxes: Mortgagor shall pay to Mortgagee, at the times provided in said Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the Premises, said installments to be substantially equal and to be in such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes become due, Mortgagor will have paid to Mortgagee a sufficient amount to pay such taxes in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes and assessments when the same become due and payable; provided, however, that Mortgagee shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay taxes as above provided. In the event of any default by Mortgagor, Mortgagee may, at its option but without any obligation on its part so to do, apply said amount upon said taxes and assessments, and/or toward the payment of any amounts payable by Mortgagor to Mortgagee under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable.

SIXTH: Protection of Mortgagee's Security: If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefore, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

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SEVENTH: Reimbursement For Mortgagee Legal Expense: In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the Premises or if Mortgagee shall institute an action to foreclose this Loan Mortgage, Mortgagor shall reimburse Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

EIGHTH: Acceleration: Should default be made in the payment of the principal or interest of the Note or any other indebtedness secured hereby or any renewal thereof, or in the payment of any other sums provided in said Note or herein, or in the performance of any covenant or condition provided in said Note or herein, or default occurs as specified in paragraph Nineteen herein or in any other instrument or agreement securing said Note or any other indebtedness secured hereby or in the event judicial proceedings are instituted to foreclose a lien upon the mortgaged Premises or any part thereof, Mortgagee may at any time after such default, and without notice, declare the principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. The commencement of proceedings to foreclose this Mortgage shall, in any event, be deemed such declaration. In addition to any other right or remedy which Mortgagee may now or hereafter have by law, the Mortgagee shall have the right and power (a) to foreclose this Mortgage by legal action, as provided by Illinois Statute and the rules of practice relating thereto; and (b) to enter upon and take possession of said Premises with the irrevocable consent of Mortgagor as given and evidenced by its execution of this instrument, and as Mortgagee in possession, let said Premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all reasonable charges and expenses deemed by Mortgagee to be necessary, on account of the indebtedness secured hereby Mortgagor for itself and any subsequent owner of said Premises hereby agreeing to pay to Mortgagee in advance a reasonable rent for the Premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispossess any tenant defaulting in the payment of rent to Mortgagee or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

NINTH: Application of Proceeds of Foreclosure: Upon a foreclosure sale of said Premises or any part thereof, the proceeds of such sale shall be applied in the following order:

- (a) To the payment of all costs of the suit of foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;

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(b) To the payment of all other expenses of Mortgagee incurred in connection with the foreclosure, including all money expended by Mortgagee and all other amounts payable by Mortgagor to Mortgagee hereunder, with interest thereon;

(c) To the payment of the principal and interest of the indebtedness secured hereby;

(d) To the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

TENTH: Waiver of Homestead; Waiver of Redemption: Mortgagor waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof. MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgagor hereby waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the mortgaged Premises or any part thereof or any interest therein.

ELEVENTH: Receiver; Mortgagee in Possession: Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Mortgagee, place the Mortgagee in possession or appoint a receiver of the mortgaged Premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the mortgaged Premises or whether the same shall then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of said Premises, and to collect the rent, issues and profits of said Premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, its successors and assigns, except for the intervention of such mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control management and operation of the Premises, during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the costs of management of the property and

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collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums for receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; (c) the deficiency in case of sale and deficiency. Any such proceeding shall in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

TWELFTH: Condemnation: Any and all awards 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, the whole or any part of the Premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said Premises or any easement therein or appurtenant thereto, 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 further covenants and agrees to 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/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the Premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said Premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose

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may do all necessary acts including using said funds deposited by Mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby PROVIDED HOWEVER that if upon completion of all improvements the fair market value of the Premises exceeds the unpaid principal balance by 125%, the excess proceeds shall be released to the Borrower. In the event the portion of the Premises taken is vacant land, and the fair market value of the Premises exceeds the unpaid principal balance by 125%, the excess proceeds shall also be released to the Borrower. In the event any of the said conditions are not or cannot be satisfied, then the proceeds shall be paid over to Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagor to Mortgagee, whether or not then due and payable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said Premises nor obligated to take any action to restore the said improvements.

In the event any part of the Premises or any improvement located thereon or any easement therein or appurtenant thereto are taken as provided above, and the value of the taking is less than One Hundred Thousand and 00/100 Dollars (\$100,000.00), the proceeds received therefrom do not need to be escrowed with Mortgagee.

THIRTEENTH: Business Loan: Mortgagor warrants that the proceeds of the Note secured by the Mortgage will be used for the purposes specified in Illinois Compiled Statutes, Chapter 815, Section 205/4, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said section.

FOURTEENTH: Severability: Nothing contained herein or contained in the Note, shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagee to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any error.

FIFTEENTH: Uniform Commercial Code Security Agreement: Mortgagor, 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 the Mortgagee, covering all property, of any kind whatsoever owned by the Mortgagor and located on the Premises, which, in the sole opinion of the Mortgagee, is essential to the operation of the Premises and concerning which there may be any doubt as to whether the title to the same has been conveyed by or a security interest therein perfected by this Mortgage under the laws of the State

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of Illinois and will further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as Mortgagee may request in order to obtain, perfect, preserve, maintain, continue, and extend the security interest. Mortgagor further agrees to pay Mortgagee, on demand, reasonable costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refiling of any such document.

SIXTEENTH: Partial 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 or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgage or any other security given for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage 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 Mortgage, or reduce or modify the liability, of any person or entity personally obligated for the indebtedness secured hereby.

SEVENTEENTH: Environmental Matters:

(a) The Mortgagor hereby represents to the Mortgagee that Mortgagor has no reason to know of the presence of any hazardous or toxic substances or wastes, solid waste or any petroleum product on, under or in the premises in violation of all Environmental Laws. The Mortgagor has performed or has caused to be performed all commercially reasonable appropriate inquiry into the previous ownership and uses of the premises consistent with good commercial or customary practice as is required to satisfy the innocent purchaser provisions of Section 601 of the Comprehensive Environmental Responses Compensation and Liability Act of 1980 as now or hereafter amended. The Mortgagor hereby represents to the Mortgagee that the Mortgagor, has no contractual relationship with any other person or entity with respect to the Premises or to transportation, storage or disposal of any hazardous substance to or from the Premises.

(b) The Mortgagor hereby represents to the Mortgagee that it has never caused or permitted any Hazardous Substance or petroleum product to be used, created, treated, transferred, stored, released, placed, held, located or disposed of on, under or in the premises or any part thereof in violation of the Environmental Laws, and that the premises has never been used by the Mortgagor as a temporary or permanent facility for the processing, disposal or storage site for any Hazardous Substance. "Hazardous Substance" means any solid waste, any hazardous or toxic substance or waste or any material defined as hazardous in or for purposes of the Comprehensive Environmental Responses Compensation and Liability Act ("CERCLA), the Toxic Substance Control Act, ("TSCA"), the Resource Conservation and Recovery Act, (RCRA"), the Solid Waste Disposal Act ("SWDA"), any so-called "Superfund" or

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"Superlien" law, any Environmental Law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning any solid waste, any hazardous or toxic substance, or material or waste or any petroleum product as now or at any time hereafter in effect.

(c) Mortgagor hereby agrees to defend, indemnify and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, reasonable attorney's fees, testing costs, sampling costs, investigation costs, experts fees, expenses and claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following: CERCLA, RCRA, TSCA, SWDA, CWA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or establishing standards of conduct concerning any Hazardous Substance or petroleum product (collectively, "Environmental Laws") paid, incurred, suffered by or asserted against the Mortgagee as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of, the Mortgagor: (i) the transportation, use, storage, disposal or presence of any Hazardous Substance on, in or under the Premises, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Substance from or to the premises or any part thereof; or (ii) any liens against the Premises permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the Mortgagor under any Environmental Laws; or (iii) any actual or asserted liability or obligations of the Mortgagor under any Environmental Law relating to the Premises; or (iv) any liability associated with the breach of any of the representations made herein.

(d) The Mortgagor hereby represents to the Mortgagee that, to its knowledge, the Premises does not now and has never contained any facility or facilities which are subject to the reporting requirements under the Emergency Response and Community Right-to-Know Act of 1986, as now or hereafter amended; that no facility or facilities required to be registered as an underground storage tank under the Illinois Underground Storage Tank Program, as now or hereafter amended or any Environmental Laws.

(e) The Mortgagor, hereby represents and warrants to the Mortgagee that Mortgagor, has no knowledge of any federal, state or local enforcement action under any Environmental Law pending or completed with respect to any facility located on the premises or any present or prior owner or operation of the Premises or any facility located therein; their Premises or facilities located on any part of the Premises in violation of all Environmental Laws; no present or prior owner or operator of the Premises or a facility located on any part of the Premises has entered into any consent decree or administrative consent decree under any Environmental Laws with respect to the Premises or a facility located on any part of the Premises or any Hazardous Substance on, in or under the Premises; no present or prior owner in operation of the

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Premises or any facility located on any part of the Premises has received any notice of violation, notice, request for information, notice and demand letter or administrative inquiry from any governmental or quasi-governmental entity concerning environmental practices at the Premises or any facility on any part of the Premises.

EIGHTEENTH: Warrant and Defense of Title: At the time of the execution and delivery of this instrument Mortgagor is truly seized of the Premises in fee simple, free of all liens and encumbrances whatsoever, except any title matters accepted by Mortgagee included in Lender's title insurance policy issued at closing, and will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon said Premises and every part thereof. Mortgagor shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the Premises prior to this Mortgage and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

NINETEENTH: Default:

- (a) Any one or more of the following shall constitute an event of default:
- (i) Payment of principal or interest on the Note which is not paid within fifteen (15) days of its due date; or
 - (ii) Any representation or warranty made herein or in the other Loan Documents or in any statement or certificate furnished pursuant hereto or thereto proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected within thirty (30) days written after notice to the Borrower; provided, however, that if such untrue representation or warranty is of such a nature that it cannot reasonably be corrected within such 30-day period, it shall not constitute an event of default if: (i) corrective action is instituted within such 30-day period and diligently pursued until the untrue representation or warranty is corrected, or (ii) the Borrower has provided the Bank with additional security satisfactory to the Bank in its sole discretion; or
 - (iii) The Borrower or any guarantor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or any guarantor, or of all or any part of the property securing the Loan, or shall make any general assignment of the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

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(iv) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Borrower or any guarantor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof, or any trustee, receiver or liquidator of the Borrower or any guarantor or of all or any part of the property securing the Loan shall be appointed and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

or

(v) A writ of execution or attachment, Citation To Discover Assets, or any similar process shall be issued or levied against all or any part of or interest in the property securing the Loan or any judgment involving monetary damages shall be entered against the Borrower or any guarantor which shall become a lien on the property securing the Loan or any portion thereof or interest therein and such execution, attachment, Citation To Discover Assets, or similar process or judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or

(vi) Default by the Borrower shall occur in the observance or compliance with any covenant, condition, agreement or provision contained in this Agreement other than as described in (i) through (v) above, and as to a monetary default shall not be cured within fifteen (15) days after written notice to the Borrower and as to a nonmonetary default shall not be cured within thirty (30) days after notice to the Borrower; provided, however, that if such nonmonetary default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, it shall not constitute an event of default if: (i) corrective action is instituted within such thirty (30) day period and diligently pursued until the default is cured, or (ii) the Borrower has provided the Bank with additional security satisfactory to the Bank in its sole discretion; or

(vii) Death of any Guarantor or if any guarantor is adjudicated incompetent by a court of competent jurisdiction; provided however, that it will not be an Event of Default if: i) Borrower can provide evidence, to Lender's reasonable satisfaction, that the estate of the deceased or incompetent Guarantor will remain legally liable for all of Guarantor's obligations under his Guaranty until such time as the indebtedness evidenced by the Note has been paid off in full; or ii) Borrower tenders a substitute guarantor, additional collateral, or provides Lender with other equivalent protection, all of which is reasonably acceptable to Lender; or

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(viii) Dissolution of the Borrower whether by voluntary or involuntary action; or

(ix) If there has occurred any other breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the other Loan Documents which has not been cured after delivery of a notice of such default within any applicable grace period.

If an Event of Default occurs as described above in Subparagraph (iii), Borrower will have ninety (90) days to cause the bankruptcy proceeding to be dismissed.

Mortgagor or Borrower shall have fifteen (15) days from the date of the notice to cure the default. In the event the default is not cured, the entire indebtedness secured hereby shall, at the option of the Mortgagee, without further notice to Mortgagor or Borrower, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

Mortgagee shall additionally have the right to file an action at law on the Note and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

(b) In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute 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, upon demand of Mortgagee, Mortgagor 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 the Mortgagor or the then owner of the Premises relating thereto, and may exclude the Mortgagor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the Premises, 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 avails, 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

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every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagor or Borrower; (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (iii) elect or disaffirm any lease or sublease made subsequent to this Mortgage or subordinated 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 Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious; to insure and reinsure the Premises against all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all avails, rents, issues, and profits. In the event of a conflict between the provisions of this paragraph and any separate assignment of rents taken in connection herewith, the provisions of the separate assignment shall govern.

(c) Any avails, rents, issues and profits of the Premises received by the Mortgagee after having possession of the Premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Lessor's Interest in Lease, shall be applied in payment of or on account of the following, in such order as the 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 the 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, established claims for damages, if any, and premiums on insurance hereinabove 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 a lien prior to the lien of

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this Mortgage;

- (iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said Premises, to place said property in such condition as will, in the reasonable judgment of Mortgagee or receiver, make it readily rentable;
- (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; and
- (v) any overplus or remaining funds to the Mortgagor, its successors, or assigns, as their rights may appear.

TWENTIETH: Transfer of Property: If all or any part of the Premises is sold, transferred, conveyed, assigned or alienated (which shall include the execution of any form of installment agreement for deed), or if the Mortgagor shall suffer or permit any superior or junior lien, charge or encumbrance to be attached to the Premises by Mortgagor without the Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. This provision does not apply to either a transfer for estate planning purposes or a transfer between the Borrower co-tenants.

TWENTY-FIRST: Subordination of Property Manager's Lien. Any property management agreement for the Premises entered into hereafter by Mortgagor or Borrower with a property manager, shall contain a "subordination" provision whereby the property manager subordinates any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, Mortgagor or Borrower shall cause the property manager to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager to the lien of this Mortgage.

TWENTY-SECOND: Security Agreement and Financing Statement. In addition to and not in substitution for any other interest granted herein, Mortgagor and Borrower hereby grant to Mortgagee an express security interest in and mortgages to Mortgagee, the personal property (as defined herein) whether now owned or hereafter erected or placed on the Premises or any part thereof, and all replacements thereof, additions and accessions thereto and products and proceeds thereof, to further secure the payment of the indebtedness secured by this Mortgage and the performance of all the covenants and agreements to be performed by Mortgagor pursuant to this Mortgage. Mortgagor and Borrower represent and warrant that Mortgagor are the owners of the personal

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property free and clear of any adverse lien, security interest or encumbrance, and that Mortgagor and Borrower will defend and protect the personal property and title thereto from any and all claims and demands of all persons at any time claiming the personal property or any interest therein. Mortgagor will upon request from Mortgagee deliver to Mortgagee such further security agreements, chattel mortgages, financing statements and evidence of ownership of such items as Mortgagee may reasonably request. Mortgagor and Borrower will not sell, assign, pledge, lease or otherwise transfer or encumber the personal property without the prior written consent of Mortgagee. Upon an Event of Default, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code and Mortgagee may at its discretion direct Mortgagor or Borrower to assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties. Mortgagee shall give Mortgagor or Borrower notice, by certified mail, postage prepaid, of the time and place of any public sale of any of the personal property or of the time after which any private sale or other intended disposition thereof is to be made, by sending notice to Mortgagor or Borrower at least ten (10) days prior to the time for such sale or other disposition, which provisions for notice Mortgagor and Mortgagee agree are reasonable; provided, however, that nothing contained in this Mortgage shall preclude Mortgagee from proceeding as to both real and personal property in accordance with Mortgagee's rights and remedies regarding the real property as provided in 810 ILCS 5/9-604(a). Mortgagor shall reimburse Mortgagee for all reasonable costs, charges and fees, including reasonable attorneys' fees, incurred by Mortgagee in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and searches.

The Mortgage also constitutes a financing statement for the purpose of Section 5/9-502 of the Illinois Uniform Commercial Code, 810 ILCS 5/9-502, and shall constitute a fixture filing under such statutes and shall be filed in the real estate records of Cook County, Illinois.

Debtor's Mailing Address:

2121 Waukegan Road
Suite 100
Bannockburn, IL 60015

Address of Property:

3400 Dundee Road
Northbrook, IL 60062

Name of Secured Party:

Libertyville Bank & Trust Company

Address of Secured Party:

507 North Milwaukee Avenue
Libertyville, IL 60048

This financing statement covers the personal property (as defined in this

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Mortgage) and all other items of personal property now or hereafter owned by Mortgagor or Borrower and used in connection with the Premises.

Some of the personal property are or are to become fixtures on the real property described herein. Mortgagor is the record owner of the Premises upon which the fixtures and other personal property are located.

TWENTY-THIRD: Notice: All notices, demands and requests required or permitted to be given to Mortgagor or Mortgagee hereunder or by law shall be deemed delivered when deposited in the United States mail with full postage prepaid by registered or certified mail addressed to:

Mortgagor and: 3400 Dundee, LLC
Borrower and
The Rudman Family Limited Partnership
2121 Waukegan Road
Suite 100
Barnockburn, IL 60015

Mortgagee at: 507 North Milwaukee Avenue
Libertyville, IL 60048
Attn: Brian B. Mikaelian

or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

TWENTY-FOURTH: Remedies Cumulative: Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other right, remedies, or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.

TWENTY-FIFTH: Compliance with Illinois Mortgage Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph Seventeen of this Mortgage any powers, rights or remedies

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prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 15-1510 or 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and/or by the judgment of foreclosure.

TWENTY-SIXTH: Primary Deposit Account: Borrower is required to maintain its primary deposit relationship with the Bank at all times that Borrower is indebted to Bank pursuant to the Note.

TWENTY-SEVENTH: Borrowers' Affirmative Covenants: Commencing in the year 2003, the Borrower will provide the Bank with an annual operating statement and a current rent roll for the premises not later than March 15th of each year. The Bank may at its option request a current rent roll no more than quarterly, i.e., June 15, September 15, December 15,. Additionally, Borrower will timely file its federal and state tax returns and provide copies of said returns to the Bank thirty (30) days thereafter.

TWENTY-EIGHTH: Successors and Assigns Bound; Joint and Several Liability; Captions: All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

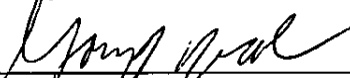
TWENTY-NINTH: Gender and Number: All nouns, pronouns and relative terms relating to Mortgagor shall be deemed to be masculine, feminine, or neuter, singular or plural as the context may indicate.

THIRTIETH: Relationship of Mortgagee and Mortgagor. Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a Mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

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3400 Dundee, LLC, an Illinois Limited Liability Company

By: 
 Gary J. Wool
 Its: Manager

STATE OF ILLINOIS)
) SS.
 COUNTY OF LAKE)


I, Cathleen M. Carrell, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gary J. Wool who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed said instrument as his/her own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 20 day of June, 2002.

Cathleen M. Carrell
 NOTARY PUBLIC

"OFFICIAL SEAL"
 CATHELEN M. CARRELL
 Notary Public, State of Illinois
 My Commission Expires 8/15/2005

The Rudman Family Limited Partnership, an Illinois Limited Partnership

By: 
 Michael Rudman
 Its: General Partner

20796157

STATE OF ILLINOIS)
) SS.
 COUNTY OF LAKE)

I, Cathleen M. Carrell, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael Rudman who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed said instrument as his/her own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 20 day of June, 2002.

Cathleen M. Carrell
 NOTARY PUBLIC

"OFFICIAL SEAL"
 CATHELEN M. CARRELL
 Notary Public, State of Illinois
 My Commission Expires 8/15/2005

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Permanent Index Numbers:

04-05-304-014-0000
04-05-304-019-0000
04-05-304-020-0000

Property Commonly known as:
3400 Dundee Road
Northbrook, IL 60062

This Instrument Prepared by and to be
returned after recording to:

Alan E. Richards
RICHARDS, RALPH & SCHWAB,
CHTD.
175 E. Hawthorn Parkway - Suite 345
Vernon Hills, IL 60061

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Property of Cook County Clerk's Office

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