

This Instrument Prepared By
and Returned To:

Thomas C. Smith
Ice Miller Donadio & Ryan
135 South LaSalle Street, Suite 4100
Chicago, Illinois 60603



Permanent Index Number:

07-12-200-011
07-12-200-012

Address: 2959 North Oakley
Chicago, Illinois 60618

MORTGAGE AND SECURITY AGREEMENT

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THIS MORTGAGE AND SECURITY AGREEMENT and all subsequent amendments hereto (the "Mortgage"), is made as of the first day of April, 2000, between CENTURY PLATING CO., INC., ("Century") an Illinois corporation, having an address at 2959 North Oakley, Chicago, Illinois 60618 and LaSalle National Bank, as Trustee under Trust Agreement dated September 29, 1953, and known as Trust Number 10-4126-09 ("Trustee," Century and Trustee are hereinafter collectively referred to as the "Mortgagor") and the CITY OF CHICAGO, a municipality and a home rule unit of local government organized under and pursuant to the Constitution and laws of the State of Illinois (the "State"), having an address at 121 North LaSalle Street, Chicago, Illinois 60602 (the "Mortgagee").

~~LaSalle Bank National Association~~ formerly known as

WHEREAS, Century is issuing that certain Promissory Note dated April 26, 2000 (the "Note") in the aggregate principal amount of \$3,000,000 and dated the date of issuance for the purpose of financing the cost of the construction and equipping of certain property for use by Century as a manufacturing facility (the "Project") as security for the Industrial Development Revenue Bond (Century Plating Co., Inc. Project), Series 2000 (the "Bond") in the principal amount of \$3,000,000 and dated the date of issuance to be issued by the Mortgagee; and

WHEREAS, Century is indebted to the Mortgagee in the sum of \$3,000,000 with interest thereon, to be paid according to the Note made payable to the order of the Mortgagee and delivered pursuant to the Loan Agreement dated as of April 1, 2000 (the "Agreement"), between the Mortgagee and Century on or before April 1, 2020, in and by which said Note the Mortgagor promises to pay the said principal sum, premium, if any, and interest on the balance of principal remaining from time to time unpaid on the Note at the rates per annum as provided for in said Note with the final payment of principal plus interest if not sooner paid by optional or mandatory prepayment or acceleration due on the maturity date specified in the Note;

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WHEREAS, this Mortgage is being assigned by Mortgagee to American National Bank and Trust Company of Chicago, having an address at 120 South LaSalle Street, Chicago, Illinois 60603 (the "Assignee") pursuant to that certain Assignment and Agreement dated as of April 1, 2000, between the Mortgagee and the Assignee as security for the Bond (the "Assignment and Agreement");

WHEREAS, in connection with the Agreement, Century and American National Bank and Trust Company of Chicago have entered into a Prepayment Agreement dated even date herewith (the "Prepayment Agreement"); and

WHEREAS, Trustee has unconditionally guaranteed payment and performance of all obligations of Century under the Note, the Loan Agreement and all other documents executed in connection therewith pursuant to the terms of that certain Guaranty of Payment and Performance dated even date herewith (the "Guaranty");

WHEREAS, Century is the owner of a portion of the property and the improvements thereon identified as "Parcel 1" legally described on Exhibit A and Trustee is the owner of a portion of the property and the improvements hereon identified as "Parcel 2" legally described on Exhibit A.

NOW THEREFORE Century, in order to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof and the observance and performance of all covenants and agreements herein or therein or in the Agreement contained, and Trustee to secure payment and performance of all obligations under the Guaranty and also for and in consideration of the sum of Ten Dollars to the Mortgagee in hand paid by the Mortgagee, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the payment of all obligations and the performance of Century and/or Trustee under any other agreements with the Assignee and any and all indebtedness, obligations and liabilities of any kind of Century and/or Trustee to the Assignee, now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by the Assignee in any such indebtedness, obligations or liabilities of Century and/or Trustee to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by Century and/or Trustee as principal, surety, endorser, guarantor, accommodation party or otherwise (all of the foregoing being sometimes herein referred to as the "indebtedness hereby secured"), hereby grants, bargains, sells, aliens, releases, conveys, confirms and mortgages by these presents unto the said Mortgagee and its successors and assigns a security interest in,

ALL that tract or parcel of land and premises, situated, lying and located on a parcel of land located at 2959 North Oakley, Chicago, Illinois 60618, in the County of Cook and State of Illinois, more particularly described on Exhibit "A" attached hereto and made a part hereof. The land so described in Exhibit "A," together with the real and personal property hereinafter described are referred to herein collectively as the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances at any time belonging thereto and all rents, issues and profits thereof for so long and

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during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and building equipment of every kind now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TOGETHER with all easements, rights of way, licenses, and privileges of the Mortgagor on or with respect to or relating in any way to the premises and the buildings and improvements and facilities thereon;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER with all equipment (as defined in Article 9 of the Illinois Uniform Commercial Code), machinery, apparatus, equipment fittings and readily removable fixtures financed with the proceeds of the Bond and now or hereafter placed in, affixed to or used in connection with the buildings now or hereafter constructed upon the premises, whether now or hereafter acquired by the Mortgagor, including any substitutions for, additions to alterations to or accretions to the foregoing, and any and all proceeds thereof (sometimes hereinafter referred to as the "Equipment");

And as to the property aforesaid which is not deemed to be real property, including but not limited to the Equipment and fixtures, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Illinois Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by the Mortgagor, as debtor, to the Mortgagee, as secured party and assigned and pledged to the Assignee as assignee of the Mortgagee, further securing the indebtedness hereby secured; the addresses of the Mortgagor (debtor), the Mortgagee (secured party) and the Assignee (assignee of secured party) appear at the beginning of this Mortgage;

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever; provided, however, that this Mortgage is upon the express condition that if Mortgagor shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Note, in the Agreement, in this Mortgage or in any other instrument or document securing the Note or in any agreement applicable thereto expressed to be kept, performed and observed by Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full

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force and effect and the maximum amount secured by the Mortgage is expressly limited to \$10,000,000 plus accrued interest and fees and expenses.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (a) keep the premises in reasonably safe condition; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed except as provided in Section 5.4 of the Agreement and shall not remove any Equipment from the premises; (c) keep said premises in good condition and repair, without waste, and free from charges, encumbrances, mechanic's or other liens or claims for lien except Permitted Encumbrances, as defined in the Agreement; (d) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Mortgagee; (e) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (f) comply with all requirements of law or municipal ordinances with respect to the premises, Equipment and the use thereof; (g) without prior written consent of the Mortgagee not demolish or make any material alteration in said premises except as required by law or municipal ordinance; (h) not suffer, tolerate or permit a material change in the zoning of the premises; (i) not terminate, modify, amend, cancel, accept a surrender of or enter into any lease of all or any part of the premises or Equipment; provided, however, that Mortgagor may enter into leases of all or any part of the premises or Equipment with the prior consent of the Mortgagee; and (j) promptly, but in any event within ten (10) days, notify Mortgagee of any damage or destruction to the premises, of any pending or threatened proceeding for the taking (by eminent domain or otherwise) of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. The Mortgagor may, at its expense and in its own name and behalf in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided during such period enforcement of any such contested tax shall be effectively stayed. In addition, prior to any such contest the Mortgagor shall have previously deposited with the Mortgagee an amount of cash in an amount equal to one and one-half times the value of the amount so contested or other equivalent security, provided, however, if such taxes must be paid to any extent to be so contested the Mortgagor shall additionally pay such taxes in the amount and manner so required. If the Mortgagor fails to diligently pursue such contest, the Mortgagee shall have the right, but not the obligation, to pay any such taxes, assessments or other charges without inquiry as to their validity, and any amounts advanced by the Mortgagee shall be immediately due and payable from the Mortgagor together with interest at the Default Rate (as such term is defined in the Loan Agreement).

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3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises and the Equipment insured against loss or damage by fire, flood hazards (to the extent insurance therefor is obtainable) and such other hazards or contingencies and in such amounts as are required by Section 5.3 of the Agreement. In no event shall any such policy of insurance be so written that the proceeds thereof will produce less than the minimum coverage required by reason of co-insurance or otherwise. All such policies shall contain standard mortgagee/loss payee clauses. The Mortgagor shall cause the original policies of such insurance to be delivered to Mortgagee and, in the case of insurance about to expire or to be terminated, shall deliver evidence of renewal to Mortgagee not less than 30 days prior to the respective dates of expiration or termination. All insurance proceeds shall be applied in accordance with the provisions of Section 5.4 of the Agreement.

4. In order to assure the payment of Real Estate Taxes ("Taxes") pursuant to Section 2 hereof and premiums payable with respect to all Insurance Policies ("Premiums") pursuant to Section 3 hereof as and when the same shall become due and payable the Mortgagor shall, if required by Mortgagee upon notice by Mortgagee:

(a) deposit with the Mortgagee on the first business day of each and every month, concurrently with the payment of interest on the Note, an amount equal to one twelfth (1/12) of the Taxes and Premiums to become due upon the premises between one and thirteen (13) months after the date of such deposit. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon the Mortgagee's reasonable estimate as to the amount of Taxes and Premiums, including increases resulting from construction upon the Property, and such deposits will not accrue interest. The Mortgagor shall promptly upon the demand of the Mortgagee make additional Tax and Insurance Deposits as the Mortgagee may from time to time require due to (i) failure of the Mortgagee to require, or failure of the Mortgagor to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, or (iii) the particular due dates and amounts of Taxes and/or Premiums. Additionally, upon the execution hereof, upon request of Mortgagee, the Mortgagor shall deposit with the Mortgagee as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one month thereafter; and

(b) out of the Tax and Insurance Deposits, upon the presentation to the Mortgagee by the Mortgagor of the bills therefor, pay the Taxes and Premiums or will, upon the presentation of receipted bills therefor, reimburse the Mortgagee for such payments actually made by the Mortgagee. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then the Mortgagor shall pay to the Mortgagee on demand the amount necessary to make payment upon the deficiency.

If Mortgagee at any time waives or suspends the requirement of such Tax and Insurance Deposits, any such waiver or suspension shall be subject to Mortgagee's right to reinstate such requirement at any time.

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5. In case Mortgagor shall fail to perform any covenants herein contained, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable on demand and without notice and with interest thereon at the Default Rate. Mortgagee shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 5. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor. Mortgagee in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note and the Agreement. At the option of Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note, or in this Mortgage to the contrary, become immediately due and payable (a) in the case of default in making payment of any installment of principal or interest on the Note or the Payment Agreement and it is not cured within ten (10) days of the due date thereof whether by acceleration or otherwise or in making payment of any other sum due hereunder, under the Agreement or under any of the indebtedness hereby secured, or (b) in case an Event of Default (as defined in the Agreement) occurs under the Agreement, or (c) in case the undersigned shall, without the prior written consent of Mortgagee, sell, assign, transfer, mortgage, encumber, pledge or lease the real estate subject hereto, or any portion thereof or interest therein or contract or agree so to do without the prior written consent of the Mortgagee, or (d) if the provisions of Paragraphs 2, 3 or 4 are breached or violated, or (e) when default shall occur and continue for thirty (30) days after notice from Mortgagee to Mortgagor in the performance or observance of any other agreement of the Mortgagor herein contained, or (f) Mortgagor abandons the premises, or (g) the Mortgagor shall become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings or similar law shall be instituted or commenced by or against the Mortgagor and same are not dismissed within sixty (60) days, or (h) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof, provided that such proceedings shall not be a default hereunder if they are being contested in good faith and security and funds sufficient to satisfy such lien, charge or encumbrance shall have been deposited with the Mortgagee and such proceedings shall be sufficient to prevent the foreclosure or other sale of the premises, or (i) a default has occurred in the Agreement or the Note and any applicable cure period has expired.

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7. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate, when paid or incurred by Mortgagee in connection with (a) any proceeding, including bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced. Mortgagor hereby waives any and all rights of redemption from sale to which it may be entitled under the laws of the State on behalf of Mortgagor and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date hereof and on behalf of all other persons to the extent permitted by law. The Mortgagor represents that this Mortgage is a non-residential and a non-agricultural Mortgage.

8. The proceeds of any foreclosure sale of the premises or sale of the Equipment shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings or sale, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all costs and expenses of the Mortgagee; fourth, all interest, fees and other expenses, if any, due and owing, remaining unpaid on the Note; fifth, all principal due and owing, remaining unpaid on the Note; sixth, any overplus to Mortgagor, its legal representatives or assigns, to be distributed in accordance with the Agreement to the parties thereto, as their rights may appear.

9. Upon, or at any time after, the filing of a law suit to foreclose this Mortgage, the court in which such law suit is filed may appoint a receiver of said premises without requiring any bond from the claimant in any such suit. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee or assignee hereunder may be appointed as such receiver and the Mortgagor shall unconditionally consent to such appointment. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for

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the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are 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 next income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

10. As further security for the indebtedness hereby secured, Mortgagor hereby assigns to Mortgagee any and all awards at any time made for the taking (whether permanent or temporary) by condemnation, eminent domain or otherwise of all or any part of the premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) to collect, receive, receipt for, compromise and adjust such awards and to endorse the name of Mortgagor on any commercial paper given in payment thereof and also all proceeds of insurance relating to the premises and the Equipment. Unless Mortgagee shall otherwise agree, the proceeds of all such awards shall be applied as provided in the Agreement.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

12. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension, exemption or redemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the sale of the premises, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety and **MORTGAGOR HEREBY SPECIFICALLY WAIVES ANY RIGHTS OF REDEMPTION UNDER THE ILLINOIS COMPILED STATUTES OR OTHERWISE PROVIDED UNDER LAW OR IN EQUITY.**

14. With respect to the Equipment, Mortgagee shall have all remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation thereto the right to take possession of the tangible personal property, machinery and equipment which is security for the indebtedness hereunder and for that purpose the Mortgagee may, insofar as the Mortgagor can give authority therefor, enter upon the premises on which said tangible personal property or any part thereof may be situated and remove the same therefrom. Unless said tangible personal property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will give Mortgagor at least ten (10) days prior written notice of the time and

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place of any public sale thereof or of a time after which a private sale or other intended disposition thereof is to be made.

15. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons, jointly and severally.

16. If any provisions of this Mortgage shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

17. The invalidity of any one or more phrases, sentences, clauses or Sections in this Mortgage contained, shall not affect the remaining portions of this Mortgage, or any part thereof.

18. All rights and privileges of Mortgagee hereunder shall vest in Assignee and all notices, consents or other approvals required to be given to or received by Mortgagee shall instead be given to or obtained from the Assignee.

19. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Mortgage or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Mortgagee to exercise any remedy reserved to it herein, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Mortgagee hereunder shall also extend to the Assignee.

20. The Mortgagor will, forthwith after the execution and delivery of this Mortgage, the Assignment of Rents and Leases dated as of April 1, 2000, from the Mortgagor to the Mortgagee (the "Assignment of Rents and Leases") and the Assignment and Agreement and thereafter from time to time cause this Mortgage, the Assignment of Rents and Leases and the Assignment and Agreement (including any amendments thereto and supplements thereof) and any financing statements in respect thereof (including continuation statements) to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully protect the lien and security interest of the Assignee in the premises.

21. All notices hereunder shall be deemed to have been given when deposited in the mail postage prepaid, certified or registered mail, return receipt requested, or in person addressed as

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follows: if to the Assignee at 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Dawn Petrik; if to Century at 2959 North Oakley, Chicago, Illinois 60618, Attention: George Koltse, with a copy to Fuchs & Roselli, Ltd., 440 West Randolph Street, Suite 500, Chicago, Illinois 60606, Attention: John T. Roselli; if to Trustee at 135 South LaSalle Street, Chicago, Illinois 60603, Attention: Land Trust Department; and if to the Mortgagee at City of Chicago, Illinois, Office of the Chief Financial Officer, City Hall, 121 North LaSalle Street, Room 501, Chicago, Illinois 60602 (Telephone No. (312) 744-7100, Telecopy No. (312) 744-0014), Attention: Chief Financial Officer, with a copy to the attention of the Office of the Corporation Counsel, Room 600, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Finance and Economic Development Division (Telephone No. (312) 744-0200, Telecopy No. (312) 744-8538) and Department of Planning and Development, Finance Division, City Hall, Room 1006, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Deputy Commissioner (Telephone No. (312) 744-0602; Telecopy No. (312) 742-0264), or at any other address of which either party shall have notified the person giving such notice in writing.

22. (a) Mortgagor's Representations and Warranties. Century represents and warrants to the Mortgagee and Trustee hereby represents to Mortgagee as follows:

(1) Violation. (i) Mortgagor has not used Hazardous Materials (as hereinafter defined) on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge after making reasonable inquiry, no prior owner of the mortgaged premises or any existing or prior tenant or occupant has used Hazardous Materials on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, (ii) Mortgagor has never received any notice of any violations of any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the mortgaged premises and, to the best of the Mortgagor's knowledge after making reasonable inquiry, there have been no actions commenced or threatened by any party for noncompliance which affects the premises.

(2) Facilities. The premises have adequate water supply, sewage and waste disposal facilities. No underground storage tank is located on the premises.

(3) Contamination and Pollution. The Mortgagor shall and shall cause any tenant of the premises to, keep or cause the premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable Governmental Regulations; and, without limiting the foregoing, the Mortgagor shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable Governmental Regulations; nor shall the Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of

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Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the premises or onto any other contiguous property.

(4) Clean-Up. To the best of the Mortgagor's knowledge, the premises do not appear on the National Priority List (as defined under federal law) or any state listing which identifies sites for remedial clean-up or investigatory actions. To the best of the Mortgagor's knowledge, information and belief, the premises have not been contaminated with substances which would give rise to a clean-up obligation under any Governmental Regulation or under common law.

(5) Licenses. All federal, state and local permits, licenses and authorizations required for present or past use of the premises or activities of the Mortgagor has been obtained, are presently in effect. There is and has been full compliance with all such permits, licenses or authorizations.

(6) Audit, Remedial Action. The Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under from or affecting the premises as required by all applicable Governmental Regulations or by the Mortgagee, to the satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities. Such testing, remedial, removal and other actions shall include those required by federal and state regulations governing underground storage tank systems. If the Mortgagor fails to conduct an environmental audit required by Mortgagee, then Mortgagee may at its option and at the expense of the Mortgagor, conduct such audit.

Any such audit conducted by Mortgagee shall be conducted for the benefit of and to protect the interests of Mortgagee and shall not be relied upon by the Mortgagor, or any third party for any purpose whatsoever, including but not limited to any Mortgagor's, or any third party's obligation, if any, to conduct an independent environmental investigation of its own. By conducting any such audit, the Mortgagee does not assume any control over the environmental affairs or operations of Mortgagor nor assume any obligation or liability to the Mortgagor or any third party.

(b) Affirmative Covenants. The Mortgagor shall:

(1) Do all things necessary to assure that the representations, warranties and covenants set forth herein are met and continue to be accurate and correct.

(2) Assure that all entities acting on behalf of the Mortgagor are aware of and comply with the obligations of the Mortgagor under this Paragraph 22.

(3) Conduct periodic reviews of the use of the premises and the activities of the Mortgagor to assure compliance with the obligations of the Mortgagor under this Paragraph 22.

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(4) Promptly (i) notify the Mortgagee in writing of any occurrence or development or claim filed by it or against it which would cause any representation, warranty or covenant set forth in this Paragraph 22 to be incorrect, and (ii) take steps necessary to mitigate the effect of such noncompliance.

(5) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary under any applicable federal, state or local law, regulation or ordinance, the Mortgagor shall, within thirty (30) days after written demand for performance by the Mortgagee (or within such shorter time as may be required by any applicable law) commence and thereafter diligently prosecute to completion all such Remedial Work.

(c) Negative Covenant. Mortgagor shall not take any action or allow the premises to be used in such a manner that any representation, warranty or covenant set forth in this Paragraph 22 becomes incorrect or is not complied with.

(d) Indemnification. Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officials, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the premises or the soil, water, vegetation, buildings, personal property, persons or animals; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the premises; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the premises; (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used on the premises; (v) the imposition by any governmental authority of any lien or so-called "super priority" lien upon the premises; (vi) all foreseeable consequential damages; and/or (vii) the costs of any required or necessary repair, cleanup or detoxification of the premises. The indemnity obligations under this paragraph are specifically limited as follows:

(x) the Mortgagor shall have no indemnity obligations with respect to Hazardous Materials that are first introduced to the premises or any part of the premises subsequent to the date that Mortgagor's interest in and possession of the premises or any part of the premises shall have ended or have been fully terminated by foreclosure of any mortgage held by Mortgagee or acceptance by Mortgagee of a deed in lieu of foreclosure or other collateral liquidation procedure;

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(y) the Mortgagor shall have no indemnity obligations with respect to Hazardous Materials that are first introduced to the premises by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event any mortgage held by the Mortgagee is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable Governmental Regulations affecting the premises.

The provisions of this Paragraph 22(d) shall be in addition to any and all other obligations and liabilities any Mortgagor may have to the Mortgagee under the Agreement, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the indebtedness secured hereby, (b) the satisfaction of all of the other obligations of the Mortgagor under any loan document, (c) the discharge of any mortgage held by the Mortgagee and (d) the foreclosure of any mortgage held by the Mortgagee or acceptance of a deed in lieu of foreclosure.

(e) Definitions.

"Governmental Regulations" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any state, and any country, city or other agency or subdivisions of the United States or any state.

"Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local government law, ordinance, rule or regulation.

23. 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.

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

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after

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any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured hereby or by the judgment of foreclosure.

Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1610(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

24. Upon notice from Mortgagee of the loss, theft, or destruction of the Note and upon receipt of indemnity reasonably satisfactory to Mortgagor from Mortgagee, or in the case of mutilation of the Note, upon surrender of the mutilated Note, Mortgagor shall make and deliver a new note of like tenor in lieu of the then to be superseded Note.

25. Time is of the essence of this Mortgage and the performance of each of the covenants and agreement contained herein.

26. All references herein to Mortgagor, shall be deemed to be references to Century, Trustee or either one or both as the broadest possible interpretation shall permit. All obligations of Century and Trustee hereunder shall be joint and several.

27. This Mortgage is given to secure, in part, future advances under the Agreement and the other Loan Documents, and shall secure not only the initial advance under the Agreement and the other Loan Documents, but also subsequent advances, the final advance, and any other advances, disbursements and other payments made under the Agreement and the other Loan Documents, whether such advances are obligatory or to be made at the option of Lender, or otherwise, and including advances under the Agreement and other Loan Documents as are made within fifteen years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding secured obligations at the time any advance is made. The total amount of the secured obligations may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times maximum principal amount of the note plus interest thereon, and any disbursements made for payment of taxes, special assessments or insurance on the Collateral, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by law, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the recorder's office in the county in which the Land is located, including (to the extent permitted by applicable law) statutory liens except taxes and assessments levied on the Collateral.

28. CENTURY, TRUSTEE AND MORTGAGEE, BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF

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THIS MORTGAGE AND THE BUSINESS RELATIONSHIP THAT IS BEING ESTABLISHED. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY MORTGAGOR, AND MORTGAGOR ACKNOWLEDGES THAT NEITHER MORTGAGOR NOR ANY PERSON ACTING ON BEHALF OF MORTGAGOR HAS MADE ANY REPRESENTATIONS OF FACT TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. MORTGAGOR ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT MORTGAGEE HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS MORTGAGE AND THAT IT WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. MORTGAGOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL.

29. Any provision herein, or in any other agreement or commitment, whether written or oral, expressed or implied, to the contrary notwithstanding, Mortgagee shall not in any event be entitled to receive or collect, nor shall or may amounts received hereunder be credited, so that Mortgagee shall be paid, as interest, a sum greater than the maximum amount permitted by applicable law to be charged to the person, partnership, firm or corporation primarily obligated to pay the secured obligations at the time in question. If any construction of this Mortgage indicates a different right given to Mortgagee to ask for, demand or receive any larger sum as interest, such as a mistake in calculation or wording which this clause shall override and control, it being the intention of Mortgagor and Mortgagee that this Mortgage and any other documents executed in connection herewith conform strictly to applicable usury laws. In no event shall the amount treated as the total interest exceed the maximum amount of interest which may be lawfully contracted for, charged, taken, received or reserved by Mortgagee in accordance with the applicable usury laws, taking into account all items which are treated as interest under applicable law, computed in the aggregate over the full term of the loan evidenced hereby. In the event that the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Mortgage and any other documents executed in connection herewith shall ever exceed the maximum nonusurious rate under applicable law, any sum in excess thereof shall be applied to the reduction of the unpaid principal balance of indebtedness hereby secured, and if indebtedness hereby secured is paid in full, any remaining excess shall be paid to Mortgagor. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the maximum nonusurious rate under applicable law, if any, Mortgagor and Mortgagee shall, to the maximum extent permitted under applicable law, (a) characterize any nonprincipal amount as an expense or fee rather than as interest, (b) exclude voluntary prepayments and the effects thereof, or (c) "spread" the total amount of interest throughout the entire term of indebtedness hereby secured so that the interest rate is uniform throughout the entire term of indebtedness hereby secured; provided, however, that if indebtedness hereby secured is paid and performed in full prior to the end of the full contemplated term thereof, and if the interest received for the actual period of existence thereof exceeds the maximum nonusurious rate, if any, Mortgagee shall refund to Mortgagor the amount of such excess.

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30. 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 hereunder, while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are, nevertheless, each and everyone of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said Trustee or for the purpose of or with the intention of binding said Trustee personally, 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 Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LaSalle National Bank on account of this instruments or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

* LaSalle Bank National Association formerly
known as

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IN WITNESS WHEREOF, the Mortgagor has executed and delivered these presents as of the day and year first above written.

CENTURY PLATING CO., INC.

By: George Kottse
Its: President

Attest:

By: [Signature]
Its: Vice President

X LaSalle Bank National Association formerly known as

X LASALLE NATIONAL BANK, as Trustee u/t/a dated September 29, 1953, a/k/a Trust No. 10-4126-09 and not personally

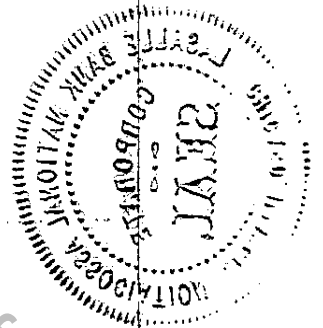
By: [Signature]
Its: ASSISTANT VICE PRESIDENT

Attest: [Signature]
By: [Signature]
Its: ASSISTANT SECRETARY.

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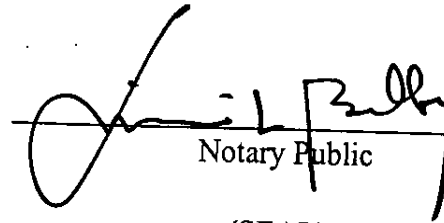


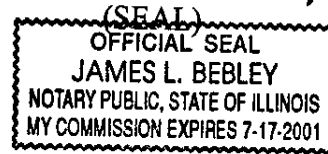
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT George Koltse and Victor LaPorta, the President and Vice President, respectively, of Century Plating Co., Inc., an Illinois corporation, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of April, 2000.


Notary Public



Property of Cook County Clerk's Office

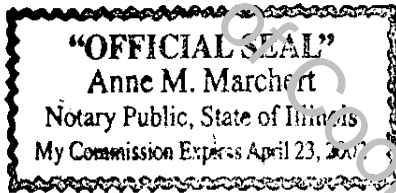
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO
HEREBY CERTIFY THAT Deborah Berg and ASSISTANT VICE PRESIDENT the David Eingorn
ASSISTANT SECRETARY respectively of LaSalle National Bank, an Illinois trust company as Trustee under Trust
Agreement dated September 29, 1953 and known as Trust No. 10-4126-09, 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 acknowledged that they signed and delivered the said instrument as their own
free and voluntary act and the free and voluntary act of the corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal this 25th day of April, 2000.



Anne M. Marchert
Notary Public

(SEAL)

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1 OWNED BY CENTURY PLATING CO., INC., AN ILLINOIS CORPORATION:

LOTS 24 TO 29 AND THE NORTH $\frac{1}{2}$ OF LOT 30 AND LOTS 35 AND 36 IN BLOCK 5 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 OWNED BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED 9/29/53 AND KNOWN AS TRUST NO 10-4126-09:

LOTS 31 TO 34 AND THE SOUTH $\frac{1}{2}$ OF LOT 30 IN BLOCK 5 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office
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