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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made this December 7, 1993, by and between FPM Limited Partnership, an Illinois limited partnership ("Mortgagor"), whose mailing address is c/o Cloverleaf Investments, Inc., 3031 Commercial Avenue, Northbrook, Illinois 60062-1912, in favor of First Bank of Oak Park (together with its successors and assigns hereinafter referred to as the "Mortgagee"), whose mailing address is 11 West Madison Street, Oak Park, Illinois 60302.

WHEREAS, Mortgagee has agreed to make a loan ("Loan") to Mortgagor, as evidenced by that certain nonrecourse promissory note in the principal sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) bearing interest at a fixed rate of eight percent (8%) per annum and dated of even date herewith (the "Note"). Installments of principal and interest are due and payable in the amounts, at the times and as otherwise set forth in the Note with a final payment of all unpaid principal, all unpaid accrued interest and all other amounts payable thereunder, due and payable, if not sooner paid, and if not sooner due by acceleration or otherwise, five (5) years from the date hereof; and

WHEREAS, Mortgagor desires to secure with this Mortgage the following (all of which is sometimes hereinafter referred to as the "Indebtedness Hereby Secured," whether or not Mortgagor is personally liable for the payment thereof): the indebtedness evidenced by the Note, including principal in the amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) and interest thereon and any and all other sums which may be at any time due or owing or required to be paid under the Note including all amendments, modifications, restatements, replacements, consolidations, substitutions, renewals, extensions, and increases thereto; plus the performance, payment and observance by Mortgagor of each agreement, term provision and condition under this Mortgage or under any other documents evidencing or securing the Loan (collectively the "Loan Documents").

This Instrument was Prepared by
and After Recording Should be
Returned to:

P.I.N.#'s 12-29-203-044
12-29-203-045
12-29-203-046
12-29-203-047

Lawrence A. Gray
Lord, Bissell & Brook
115 S. LaSalle Street
Suite 3400
Chicago, Illinois 60603

Common Address:
10420-92 West Grand Ave.
2906 North Mannheim Rd.
Franklin Park, IL

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WITNESSETH:

To secure the payment of the principal and interest on the Note, and to secure the payment of all other Indebtedness Hereby Secured and the performance and observance of all the covenants, provisions and agreements, contained in the Note and this Mortgage (whether or not the Mortgagor is personally liable for such payment, performance and observance) and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Mortgagor does hereby GRANT, RELEASE, REMISE, ALIEN, MORTGAGE, CONVEY and WARRANT unto the Mortgagee all sundry rights, interests and property hereinafter described (collectively the "Premises"):

- (a) All of the real estate ("Real Estate") described in Exhibit A attached hereto and made a part hereof;
- (b) All buildings and other improvements now or at any time hereafter constructed or erected upon or located at the Real Estate together with and including, but not limited to, all fixtures, equipment, machinery, appliances and other articles and attachments now or hereafter forming part of, attached to or incorporated in any such buildings or improvements (collectively "Improvements");
- (c) All privileges, reservations, allowances, hereditaments, tenements and appurtenances now or hereafter belonging or pertaining to the Real Estate or Improvements;
- (d) All leasehold estates, right, title and interest of Mortgagor in any and all leases, subleases, arrangements or agreements relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into (collectively the "Leases"), together with all cash or security deposits, advance rentals and other deposits or payments of similar nature given in connection with any Leases;
- (e) All rents, issues, profits, royalties, income, avails and other benefits now or hereafter derived from the Real Estate and Improvements, under Leases or otherwise (collectively "Rents"), subject to the right, power and authority given to the Mortgagor in the Assignment hereinafter referred to, to collect and apply the rents;
- (f) All right, title and interests of Mortgagor in and to all options to purchase or lease the Real Estate or Improvements, or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Premises, now owned or hereafter acquired by Mortgagor;

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- (g) Any interest, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate and Improvements or other rights, interests or properties comprising the Premises now owned or hereafter acquired;
- (h) All right, title and interest of Mortgagor now owned or hereafter acquired in and to: (i) any land or vaults lying within the right-of-way of any street or alley, open or proposed, adjoining the Real Estate; (ii) any and all alleys, sidewalks, strips and gores of land adjacent to or used in connection with the Real Estate and Improvements; (iii) any and all rights and interests of every name or nature forming part of or used in connection with the Real Estate and/or the operation and maintenance of the Improvements; (iv) all easements, rights-of-way and rights used in connection with the Real Estate or Improvements or as a means of access thereto, and (v) all water rights;
- (i) All right, title and interest of Mortgagor in and to all personal property ("Personal Property") owned by Mortgagor and now or at any time hereafter located in, on or at the Real Estate or Improvements or used or useful in connection therewith, including, but not limited to:
- (i) all furniture, furnishings and equipment, if any, owned by Mortgagor and located on the Real Estate or Improvements;
 - (ii) all building materials and equipment located upon the Real Estate and intended to be incorporated in the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements;
 - (iii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all fire sprinklers, alarm systems electronic monitoring equipment and devices;
 - (iv) all window or structural cleaning rigs, maintenance equipment and equipment relating to exclusion of vermin or insects and removal of dust, refuse or garbage;
 - (v) all lobby and other indoor and outdoor furniture, including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets,

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wall beds, wall safes, and other furnishings, if any;

(vi) all rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds and curtains, if any;

(vii) all lamps, chandeliers and other lighting fixtures;

(viii) all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of exterior portions of the Real Estate;

(ix) all maintenance supplies and inventories;

(x) all office furniture, equipment and supplies, if any;

(xi) all contracts relating to the maintenance or management of the Premises;

provided that the enumeration of any specific articles of Personal Property set forth above shall in no way exclude or be held to exclude any items of property not specifically enumerated; but provided that there shall be excluded from the term "Personal Property" as used herein and hereby mortgaged and conveyed, any equipment, trade fixtures, furniture, furnishings or other property of tenants of the Premises;

(j) All the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) the proceeds of insurance in effect with respect to the Premises and (ii) any and all awards, claims for damages and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

TO HAVE AND TO HOLD the Premises hereby mortgaged and conveyed or intended so to be, together with the rents, issues and profits thereof, unto the Mortgagee forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the uses and purposes herein set forth,

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together with all right to retain possession of the Premises after any default in the payment of all or any part of the Indebtedness Hereby Secured, or the breach of any covenant or agreement herein contained, or upon the occurrence of any Event of Default as hereinafter defined.

FOR THE PURPOSE OF SECURING:

- (a) Payment of the indebtedness with interest thereon as evidenced by the Note and any and all modifications, extensions, renewals, substitutions and replacements thereof, and all other Indebtedness Hereby Secured;
- (b) Performance and observance by Mortgagor of all of the terms, provisions, covenants and agreements on Mortgagor's part to be performed and observed under the Assignment referred to in Section 25 hereof.

PROVIDED, NEVERTHELESS, these presents are upon the express condition that if all of the Indebtedness Hereby Secured shall be duly and punctually paid and all the terms, provisions, conditions and agreements herein contained on the part of the Mortgagor to be performed or observed shall be strictly performed and observed, then this Mortgage and the estate, right and interest of the Mortgagee in the Premises shall cease and become void and of no effect.

AND IT IS FURTHER AGREED THAT:

1. Payment of Indebtedness. The Mortgagor will duly and promptly pay principal and interest on the Note, and all other Indebtedness Hereby Secured, as the same becomes due, and will duly perform and observe all of the covenants, agreements and provisions contained in this Mortgage.

2. Maintenance, Repair, Restoration, Prior Liens, Parking. The Mortgagor will:

- (a) promptly repair, restore or rebuild any Improvements now or hereafter located on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose;
- (b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims;
- (c) pay, when due, any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such lien to the Mortgagee;

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- (d) complete, within a reasonable time, any Improvements now or at any time in the process of erection upon the Premises;
- (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;
- (f) make no material alterations in the Premises, except as required by law or municipal ordinance;
- (g) suffer or permit no change in the general nature of the occupancy of the Premises without the Mortgagee's prior written consent;
- (h) pay when due all operating costs of the Premises;
- (i) not initiate or acquiesce in any zoning reclassification with respect to the Premises;
- (j) provide, improve, grade, surface and thereafter maintain, clean, repair, police and adequately light parking areas within the Premises of sufficient size to accommodate standard-size American-made automobiles or as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress, and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof;
- (k) not reduce, build upon, obstruct, redesignate or relocate any parking areas, sidewalks, aisles, streets, driveways, sidewalk cuts or paved areas or rights-of-way so as to invalidate any zoning classification or restrict access, or lease or grant any rights to use the same to any other person except tenants and invitees of tenants of the Premises without the prior written consent of the Mortgagee.

3. Taxes. The Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby. Mortgagor shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. Mortgagor may contest the amount or propriety of any Taxes in accordance with the provisions of Section 29 hereof. Nothing contained in this Section shall require the Mortgagor to pay any income, franchise or excise

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tax imposed upon the Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and than only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

4. Insurance Coverage. The Mortgagor will insure and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, including but not limited to:

- (a) Insurance against loss to Improvements caused by fire, lightning and risks covered by the so-called "all perils" or "all risks" policy and such other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Improvements, plus the cost of debris removal, with full replacement cost endorsement;
- (b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Premises with such limits as the Mortgagee may reasonably require and in any event not less than \$3,000,000 single limit coverage;
- (c) Rent and rental value insurance (or at Mortgagee's request, business interruption insurance) in amounts sufficient to pay during any period of up to one (1) year in which the Improvements may be damaged or destroyed: (i) all rents derived from the Premises; and (ii) all taxes, assessments, and insurance premiums required herein to be paid by the Mortgagor or by tenants of the Premises;
- (d) Broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance if any thereof are located at the Premises), providing for full repair and replacement cost coverage;
- (e) Other insurance of the types and in amounts as the Mortgagee may reasonably require, but in any event not less than that customarily maintained by persons owning or operating like properties; and
- (f) During the making of any alterations or improvements to the Premises (i) insurance covering claims based on the owner's contingent liability not covered by the insurance provided in subsection (b) above and (ii) Workmen's Compensation insurance covering all persons engaged in making such alterations or improvements.

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5. Insurance Policies. All policies of insurance to be maintained and provided as required by Section 4 hereof shall:

- (a) be written on an "occurrence" basis in forms, with companies and amounts reasonably satisfactory to Mortgagee. All policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to Mortgagee;
- (b) contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Mortgagee;
- (c) be written in amounts sufficient to prevent Mortgagor from becoming a co-insurer; and
- (d) provide for thirty (30) days prior written notice of cancellation or amendment to Mortgagee;

and Mortgagor will deliver all policies together with the required endorsements, and including additional and renewal policies to Mortgagee, and in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

6. Deposits for Taxes. In order to assure the payment of Taxes payable with respect to the Premises as and when the same shall become due and payable:

- (a) The Mortgagor shall deposit with the Mortgagee on the first day of each and every month, commencing with the date the first payment of interest and/or principal and interest shall become due on the Indebtedness Hereby Secured, an amount equal to one-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that, in addition to the first such deposit, there shall be deposited an amount as estimated by Mortgagee which, when added to monthly deposits to be made thereafter as provided for herein, shall assure to Mortgagee's satisfaction that there will be sufficient funds on deposit to pay Taxes as they come due.
- (b) The amount of such deposits (herein generally called "Tax Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes next to be payable.
- (c) All Tax Deposits shall be held by the Mortgagee in an escrow account at Mortgagee, which escrow account shall bear interest at the regular rate of interest paid on savings accounts at Mortgagee.

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- (d) The aggregate of the monthly Tax Deposits, together with monthly payments of interest and/or principal and interest payable on the Note, shall be paid in a single payment each month.
- (e) The Mortgagee will, out of the Tax Deposits, upon the presentation to the Mortgagee by the Mortgagor of the bills therefor, pay the Taxes or will, upon presentation of the receipted bills reimburse the Mortgagor for such payments made by the Mortgagor. If the total Tax Deposits on hand shall not be sufficient to pay any installment of the Taxes when the same shall become due, then the Mortgagor shall pay to the Mortgagee on demand any amount necessary to make up the deficiency. If the amount of such Tax Deposits exceeds the amount required to pay the Taxes, then such excess shall be credited on subsequent payments to be made for Taxes.
- (f) In the event of a default in any of the provisions contained in this Mortgage or in the Note, the Mortgagee may, at its option, without being required so to do, apply any Tax Deposits on hand on any of the Indebtedness Hereby Secured, in such order and manner as the Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining Tax Deposits shall be paid to the Mortgagor. All Tax Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, shall be held in trust to be irrevocably applied for the purposes herein provided, and shall not be subject to the direction or control of the Mortgagor.

7. Proceeds of Insurance. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises, and:

- (a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of decree of foreclosure sale or decree creditor, as the case may be) may settle and adjust all claims under such policies. Notwithstanding the foregoing, the Mortgagor may adjust losses aggregating not in excess of Twenty Five Thousand Dollars (\$25,000). Mortgagee shall, and is hereby authorized to, collect and receipt for any and all insurance proceeds; and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to the Mortgagee upon demand.
- (b) If in the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty") and in the sole judgment of the Mortgagee, (i) the Premises can be restored to an architectural and economic unit of the same character and

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not less valuable than that same was prior to the Insured Casualty, (ii) the restored Premises adequately secure the then outstanding balance of the Indebtedness Hereby Secured; and (iii) the insurers do not deny liability to the insureds, then, if no Event of Default as hereinafter defined shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding (herein generally called "Restoring") the Premises or any part thereof subject to Insured Casualty, as provided for in Section 9 hereof.

- (c) If in the reasonable judgment of Mortgagee the Premises cannot be restored to an architectural and economic unit as provided for in Subsection (b) above, then at any time from and after the Insured Casualty, upon thirty (30) days written notice to Mortgagor, Mortgagee may declare the entire balance of the Indebtedness Hereby Secured to be, and at the expiration of such thirty (30) day period the Indebtedness Hereby Secured shall be and become immediately due and payable.
- (d) Except as provided for in Subsection (b) of this Section 7, Mortgagee shall apply the proceeds of insurance (including amounts not required for Restoring effected in accordance with Subsection (b) above) received upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as the Mortgagee may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the Indebtedness Hereby Secured made out of insurance proceeds as aforesaid.
- (e) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for restoring the Premises, Mortgagor covenants to restore the same to be of at least equal value and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications which shall be first submitted to Mortgagee and approved by the Mortgagee.
- (f) Any portion of the insurance proceeds remaining after payment in full of the Indebtedness Hereby Secured shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.
- (g) No interest shall be payable by Mortgagee on account of any insurance proceeds at any time held by Mortgagee.

8. Condemnation. The Mortgagor will give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (herein generally

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called a "Taking"), of all or any part of the Premises, including damages to or change to the grade of the Premises; and:

- (a) Mortgagee may settle, compromise or adjust any claim for a condemnation award and is hereby authorized to collect and receipt for all such proceeds;
- (b) Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any Award received pursuant to any Taking;
- (c) If in the reasonable judgment of the Mortgagee the Premises can be restored as an economic unit of the same character and not less valuable than the Premises prior to such Taking, which adequately secures the outstanding balance of the Indebtedness Hereby Secured, and then if no Event of Default, as hereinafter defined, shall have occurred and be then continuing, the Award shall be applied to reimburse Mortgagor for the cost of restoring the portion of the Premises remaining after such Taking, as provided for in Section 9 hereof;
- (d) If in the reasonable judgment of Mortgagee the Premises cannot be restored as required in Subsection (c), then at any time from and after the Taking, upon thirty (30) days written notice to Mortgagor, Mortgagee may declare the entire balance of the Indebtedness Hereby Secured to be immediately due and payable;
- (e) Except as provided for in Subsection (c), of this Section 8, Mortgagee shall apply any Award (including the amount not required for Restoration effected in accordance with Subsection (c) above) upon the Indebtedness Hereby Secured in such order or manner as Mortgagee may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the Indebtedness Hereby Secured made out of any Award as aforesaid;
- (f) In the event that any Award shall be made available to the Mortgagor for restoring the portion of the Premises remaining after a Taking, Mortgagor hereby covenants to restore the remaining portion of the Premises to be of at least equal value and of substantially the same character as prior to such Taking, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee;
- (g) Any portion of any Award remaining after payment in full of the Indebtedness Hereby Secured shall be paid to Mortgagor or as ordered by a court of competent jurisdiction;

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- (h) No interest shall be payable by Mortgagee on account of any Award at any time held by Mortgagee.

9. Disbursement of Insurance Proceeds and Condemnation Awards.

In the event the Mortgagor is entitled to reimbursement out of insurance proceeds or any Award held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the Restoring, with funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance or Award, to complete the proposed Restoring, and with such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of cost and of payment as the Mortgagee may reasonably require and approve. The Mortgagee may, in any event, require that all plans and specifications for such Restoring be submitted to and reasonably approved by the Mortgagee prior to commencement of work. If payment made prior to the final completion of the Restoring would exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance or the Award shall be used for such costs prior to disbursement of such proceeds. At all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for the purpose, shall be sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the Restoring, free and clear of all liens or claims for lien.

10. Stamp Tax. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note or recordation of this Mortgage or related loan documents, the Mortgagor shall pay such tax in the manner required by such law.

11. Prepayment Privilege. Provided Mortgagor is not in default under the terms of the Note or this Mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) but only if permitted in the Note and in accordance with the terms and conditions set forth therein.

12. Effect of Extensions of Time, Amendments on Junior Liens and Others. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security be released, then all persons now or at any time hereafter liable therefor or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, if any, and the lien, and all provisions hereof, shall continue in full force and effect. Notwithstanding any such extension, variation or release, the right of recourse against all such persons is expressly reserved by the Mortgagee. Any person, firm or

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corporation taking a junior mortgage or other lien upon the Premises or any interest therein, shall take the said lien subject to Mortgagee's rights to: (i) amend, modify and supplement this Mortgage, the Note, the Assignment and any other instruments evidencing the Indebtedness Hereby Secured; (ii) vary the rate of interest and the method of computing the same; (iii) impose additional fees and other charges; and (iv) extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing contained in this Section shall be construed as waiving any provision of Section 17 hereof which provides, among other things, that it shall constitute an Event of Default if the Premises be sold, conveyed or encumbered except as may otherwise be provided in Section 17.

13. Effect of Changes in Tax Laws. In the event of the enactment after the date hereof by any legislative authority having jurisdiction of the Premises of any law: (i) deducting from the value of land for the purposes of taxation, any lien thereon; (ii) imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor; (iii) changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises; (iv) changing the method of collecting taxes, so as to affect this Mortgage or the Indebtedness Hereby Secured, or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall, pay such taxes or assessments, or reimburse the Mortgagee therefor. Notwithstanding the foregoing, if in the opinion of Mortgagee's counsel, the payment by Mortgagor of any such taxes or assessments shall be unlawful, then the Mortgagee may, by notice to the Mortgagor, declare the entire principal balance of the Indebtedness Hereby Secured to be due and payable on a date specified in such notice not less than 90 days after the date of such notice, and the Indebtedness Hereby Secured shall then be due and payable without premium or penalty on that date so specified in such notice.

14. Mortgagee's Performance of Mortgagor's Obligations. Upon an Event of Default hereunder, the Mortgagee either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act which is required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient to the Mortgagee. The Mortgagee may, but shall not be required to: (i) make full or partial payments of principal or interest on prior encumbrances, if any; (ii) purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof; (iii) redeem from any tax sale or forfeiture affecting the Premises; (iv) contest any tax or

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assessment; and (v) rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all reasonable expenses paid or incurred in connection therewith, including reasonable attorney's fees and any other monies advanced by the Mortgagee to protect the Premises and the lien hereof, shall be so much additional Indebtedness Hereby Secured, (even if the Indebtedness Hereby Secured then exceeds the aggregate amount of the Notes) and shall become immediately due and payable without notice, and with interest thereon at the Default Rate specified in the Notes (herein called the "Default Rate"). Inaction of the Mortgagee shall never be considered a waiver of any right accruing to it on account of any default on the part of the Mortgagor. The Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the Premises or the rental, or operation or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate, at competitive rates in an arms length transaction, and may enter into such contracts therefor as Mortgagee may deem appropriate at competitive rates in an arms length transaction or may perform the same itself.

15. Inspection of Premises. The Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Financial Statements. Mortgagor agrees to furnish to Mortgagee without expense to Mortgagee, at such times Mortgagee may request, and on an annual basis without Mortgagee's request within ninety (90) days of the end of each calendar year, financial statements, including a balance sheet, operating statement and profit and loss statement, prepared in accordance with generally accepted accounting principles and in form acceptable to Mortgagee.

17. Restrictions on Transfer. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee, any of the following shall occur, and in any event Mortgagee may condition its consent upon such increase in rate of interest payable upon the Indebtedness Hereby Secured, change in monthly payments thereon, change in maturity thereof and/or the payment of a fee, all as Mortgagee may in its sole discretion require:

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- (a) If the Mortgagor shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein; or
- (b) If there is a transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the ownership interests in Mortgagor, or if Mortgagor is dissolved.

whether any such above conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise.

This Section 17 shall not apply to: (i) liens securing the Indebtedness Hereby Secured; (ii) the lien of current taxes and assessments not yet due and payable; or (iii) any transfer of the ownership interests in Mortgagor from an owner who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Section 17 shall be operative with respect to and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall subsequently acquire any ownership interests in Mortgagor.

18. Uniform Commercial Code. This Mortgage and Security Agreement constitutes a Security Agreement under the Uniform Commercial Code as enacted in the State of Illinois. Mortgagor, in consideration of the Indebtedness Hereby Secured, hereby grants to Mortgagee a lien and security interest in and with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate ("Collateral"). All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises. The following provisions of this Section 18 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

- (a) Mortgagor is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.
- (b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for Mortgagee's own use or as the equipment furnished by Mortgagee, as landlord, to tenants of the Premises.

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- (c) The Collateral will be kept at the Real Estate and will not be removed therefrom without the consent of the Mortgagee, except in the ordinary course of business (being the Secured Party as that term is used in the Code) by Mortgagor or any other person; and the Collateral may be affixed to such Real Estate but will not be affixed to any other real estate.
- (d) The only persons having any interest in the Premises are the Mortgagor, Mortgagee and persons occupying the Premises as tenants only.
- (e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto. Mortgagor will at its own expense, upon demand, furnish to the Mortgagee such further information, and will execute and deliver to the Mortgagee such financing statement and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances. Mortgagor will pay the cost of filing for same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.
- (f) Upon any default or Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), the Mortgagee at its option may exercise any right or remedy set forth herein, including but not limited to the right to declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Section 19 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the collateral is affixed to real estate, such removal shall be subject to the conditions stated in Code). Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may

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propose to retain the Collateral subject to the Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations as provided in the Code. The Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises. Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor determined as provided in Section 35 hereof, at least ten (10) days before the time of the sale or disposition. One publication for such notice shall be sufficient, and the Mortgagee shall have the right to adjourn the sale at any time and reschedule same without further notice, so long as Mortgagee mails a notice of such adjournment as to Mortgagor at least ten (10) days prior to the adjourned date. Mortgagee may buy at any public sale, and if the Collateral is a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at any private sale. Any such sale may at Mortgagee's sole option, be held as part of and in conjunction with any foreclosure sale of the Real Estate comprised within the Premises, the Collateral and Real Estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Indebtedness Hereby Secured. Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

- (g) The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.
- (h) The terms and provisions contained in this Section 18 shall, unless the context otherwise requires, have the meanings and construed as provided in the Code.

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19. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- (a) If default is made in the due and punctual payment, and such nonpayment continues after the expiration of any applicable notice and cure period, if any, of: (i) any installment of principal or interest under the Note; or (ii) any payment of monies required to be made hereunder; or (iii) any of the other Indebtedness Hereby Secured whether or not Mortgagor is personally liable for the payment thereof; or
- (b) If an Event of Default pursuant to Section 17 hereof shall occur and be continuing; or
- (c) If default is made in the maintenance and delivery to Mortgagee of insurance required to be maintained and delivered hereunder; or
- (d) If (and for the purpose of this Section 19(d) only, the term Mortgagor shall mean and include not only Mortgagor but each person who, as guarantor, co-maker or otherwise shall be or become liable for or obligate upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained herein):
 - (i) Mortgagor files a petition in voluntary bankruptcy under the Bankruptcy Code of the United States or any similar law, state or federal, now or hereafter in effect;
 - (ii) Mortgagor files an answer admitting insolvency or inability to pay its debts;
 - (iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceedings under such Bankruptcy Code or similar law, such proceedings shall not have been vacated or stayed;
 - (iv) Mortgagor is adjudicated a bankrupt, or a trustee or receiver shall be appointed for that Mortgagor or for all or the major part of Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of Mortgagor's property on the Premises in any involuntary proceed for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed

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on appeal or otherwise stayed within sixty (60) days, or

- (v) Mortgagor makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or
- (e) If any default shall exist under the provisions of Section 25 hereof or under the Assignment; or
- (f) If default shall continue for thirty (30) days after notice thereof by the Mortgagee to the Mortgagor in the due and punctual performance or observance of any other agreement or condition herein; or
- (g) If the Premises shall be abandoned; or
- (h) If any of the warranties from Mortgagor in Article 18 prove materially untrue; or
- (i) If the holder of a junior or senior mortgage, security interest or other lien on the Premises (without hereby implying Mortgagee's consent to any such junior or senior mortgage, security interest or other lien) declares a default or institutes foreclosure or other proceedings for the enforcement for its remedies thereunder;

then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without further notice all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default is thereafter remedied by the Mortgagor, and the Mortgagee may immediately proceed to foreclose this Mortgage and/or exercise any right, power or remedy provided by this Mortgage, the Assignment or by law or in equity conferred. Upon the occurrence of an Event of Default interest shall accrue at the Default Rate set forth in the Note secured hereby, and said Default Rate shall continue to apply with the earlier to occur of: (i) payment in full of the Indebtedness Secured Hereby, or (ii) the judicial sale of the Premises.

20. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures

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and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' 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 search and examinations, title insurance policies, and similar data and assurances with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title or of the value of the Premises. All expenditures and expenses of the nature in this action mentioned, and such expenses and fees as may be incurred in that protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate.

21. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: (1) On account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 20 hereof; (2) To interest remaining unpaid upon the Note; (3) To the principal remaining unpaid upon the Note; (4) All other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; and (5) Any overplus to the Mortgagor, and its successors or assigns, as their rights may appear.

22. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of the 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. Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have: (i) the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, regardless whether there is a redemption as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits; and (ii) 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 any such period. The court may, from time to

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time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

- (a) The Indebtedness Hereby Secured or the indebtedness secured 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 the foreclosure sale; or
- (b) The deficiency in case of a sale and deficiency.

23. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of the casualty insurance policies making the loss thereunder payable to said decree creditors. Any such foreclosure decree may also provide that in the event that there is one or more redemptions under said decree, then in every such case, each and every successive redeemer may cause the preceding loss clause attached as each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, the Mortgagee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

24. Waiver. The Mortgagor hereby covenants and agrees that it will not at any time: (i) insist upon or plead, or in any manner whatever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force; (ii) claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or (iii) after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby waives any and all rights of redemption under the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1501 et. seq.,

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on its own behalf and on behalf of each and every person hereafter acquiring any interest in or title to the Premises or any portion thereof. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

25. Assignment. As further security for the Indebtedness Hereby Secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate instrument (herein called the "Assignment") dated as of the date hereof. Mortgagor has, by the Assignment, assigned to the Mortgagee all of the rents, issues and profits and/or any and all leases of and from the Premises all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. Mortgagor agrees that: (i) it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment; and (ii) it will duly perform and observe all the terms and provisions on lessor's part to be performed and observed under any and all leases of the Premises to the end that no default on the part of lessor shall exist thereunder.

Nothing contained herein shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises. Mortgagor shall and does hereby indemnify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any lease of the Premises or by reason of the Assignment. Any and all such liability loss or damage incurred by the Mortgagee, together with the costs and expenses, including reasonable attorneys' fees, incurred by the Mortgagee in the defense of any claims or demands (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and the Mortgagor shall reimburse the Mortgagee therefor on demand, together with interest at the Default Rate from the date of demand to the date of payment.

26. Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Mortgagee to be a mortgagee in possession in the absence of the actual taking of possession of the Premises by the Mortgagee.

27. Future Advances. This Mortgage is given to secure payment of the Indebtedness Hereby Secured regardless of whether the entire amount of the Indebtedness Hereby Secured shall have been advanced as of the date hereof, or at a later date; provided, however, the total unpaid principal amount of Indebtedness Hereby Secured at any one time, plus interest thereon, plus any disbursements made for the payment of taxes, levies, insurance or other liens, charges or

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encumbrances on the Premises, plus interest on such disbursements at the Default Rate, shall not exceed Three Million and No/100 Dollars (\$3,000,000). All such advances are intended by the parties hereto to be a lien on the Premises from the date of recordation of this Mortgage.

28. Business Loan. It is understood and agreed that the loan evidenced by the Note and the other Indebtedness Hereby Secured is a business loan within the purview of 815 ILCS 205/4 (or any substitute, amended, or replacement statutes) transacted solely for the purpose of carrying on the business of the Mortgagor as contemplated by said Section.

29. Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called "Contested Liens") provided that:

- (a) Mortgagor gives notice of any Contested Lien to Mortgagee at the time the same shall be asserted;
- (b) Mortgagor deposits with Mortgagee the full amount (herein called the "Lien Amount") of such Contested Lien or which may be secured thereby, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish or cause Tenant to furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be reasonably satisfactory to Mortgagee and further provided that no such deposit or bond shall be required in the event of a tax protest in which the Mortgagor has paid taxes under protest so that the Premises are no longer subject to any public sale or other proceeding which could, in Mortgagee's sole judgment, jeopardize its lien;
- (c) Mortgagor diligently prosecutes the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and permits Mortgagee to be represented in any such contest and shall pay all expenses incurred by Mortgagee in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Indebtedness Hereby accrued bearing interest at the Default Rate until paid, and payable upon demand);

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- (d) Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon: (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor; or (ii) upon demand by Mortgagee if, in the reasonable opinion of Mortgagee (notwithstanding any such contest) the Premises are in jeopardy or in danger of being forfeited or foreclosed. If Mortgagor shall fail to pay such Contested Lien and all Lien Amounts, together with interest and penalties thereon, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens. Any amount expended by Mortgagee in so doing shall be so much additional Indebtedness Hereby Secured bearing interest at the Default Rate until paid, and payable upon demand. Mortgagee may use and apply for such purpose monies deposited as provided in Subsection 28(b) above and/or may demand payment upon any bond or title indemnity furnished as aforesaid.

30. Title in Mortgagor's Successors. In the event that the ownership of the Premises or any part thereof becomes vested in a person or persons other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and Indebtedness Hereby Secured in the same manner as with the Mortgagor. The Mortgagor will give immediate written notice to the Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Section 29 contained shall vary or negate the provisions of Section 17 hereof.

31. Environmental Provisions and Indemnity.

(a) Mortgagor represents and warrants to Mortgagee that (i) there are no, nor has Mortgagor, or to the best of Mortgagor's knowledge, has any other person or entity caused there to be, Contaminants (as hereinafter defined) generated, released, stored, buried or deposited over, beneath, in or upon the Premises, or released by Mortgagor or from the Premises into the atmosphere or any watercourse, body of water, ground water, wetlands or publicly or privately owned well, or onto any other real estate or which have been or will be used in the construction of improvements of any nature whatsoever on the Premises; or to the best of Mortgagor's knowledge, over, beneath, in or on adjacent parcels or parcels in the immediate vicinity of the Premises; (ii) Mortgagor's operations in the Property are in compliance with all environmental laws (as hereinafter defined); (iii) no permits are held or required to be held nor are any registrations or notices required to be made with respect to the Premises under any Environmental Law; (iv) the Premises has never been used (whether by Mortgagor

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or, to the best of Mortgagor's knowledge, by any other person) as a treatment, storage or disposal (whether permanent or temporary) site for any Contaminants; (v) with respect to the Illinois Responsible Property Transfer Act, 765 ILCS 90/1 et seq. ("IRPTA"): (1) no disclosure document is required by IRPTA; (2) there are no underground storage tanks located on the Premises; and (3) that the Premises does not contain any facilities which are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986, and the federal regulations promulgated thereunder; (vi) the Mortgagor has not received any notice of any violations of (and they are not aware of any existing violations) of any Environmental Law and there have been no actions commenced or threatened by any party against Mortgagor or the Premises for noncompliance with any Environmental Law; and (vii) no lien, encumbrance or preferential arrangement of any kind for any liabilities arising under any Environmental Law has been attached to or been asserted against all or any portion of the Premises. Mortgagor shall give prompt written notice to Mortgagee of: (i) any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Contaminants on, under or about the Premises or the migration thereof to or from adjoining property; (ii) any notice of a violation of an Environmental Law and any claims made or threatened by any individual or entity against Mortgagor or the Premises relating to any loss or injury allegedly resulting from any Contaminants; and (iii) the discovery by Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to become contaminated or to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

(b) For purposes of this Section:

(i) the term "Environmental Law" means and includes, without limitation, any federal, state or local law, statute, code, rule, regulation or ordinance and any order, judgment or decree of any court or administrative body, now or hereafter enacted or issued, relating to any Contaminants or pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et seq., the Illinois Environmental Protection Act, as amended, 415 ILCS 5/1 et seq.; the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency and the County of Cook and of all other agencies, boards,

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commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation thereof.

(ii) The term "Contaminants" means and includes, without limitation: those substances included within the definitions of "hazardous substance," "hazardous waste," "toxic substance," "solid waste," "pollutant" or "contaminant" in any Environmental Law; those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulations or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any Environmental Law; and any material, waste or substances which is any of the following: (A) asbestos or any material composed of or containing asbestos; (B) polychlorinated biphenyls; (C) petroleum or any petroleum based substance or waste or any constituent of any such substance, waste or product; (D) highly flammable or explosive; or (E) radioactive.

(c) Mortgagor agrees to keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Law, nor cause or permit there to be any Contaminants, generated, released, stored, buried or deposited over, beneath, in or upon the Premises or released by Mortgagor or from the Premises into the atmosphere or any watercourse, body of water, ground water, wetlands or publicly or privately owned well, or onto any other real estate. Mortgagor, at its own cost and expense, shall take all actions which are necessary or desirable to clean up any Contaminants or other environmental problems affecting the Premises, including removal, containment or any other remedial action required by any applicable governmental authorities or Mortgagee. Mortgagor covenants and agrees that, in the event Mortgagor fails to comply with the requirements of any applicable Environmental Law, Mortgagee may, at its election, but without the obligation to do so, give such notices or cause such work to be performed at, to or upon the Premises or take any and all other actions as Mortgagee deems reasonably necessary to prevent liability under, or any noncompliance with Environmental Law, and any amount paid by Mortgagee as a direct or indirect result thereof, (including, without limitation, court costs and attorneys' fees), together with interest thereon from the date of demand therefor and then at the Default Rate, shall be immediately due and payable to Mortgagee, and until paid shall be added to and become a part of the Indebtedness Hereby Secured; and Mortgagee, by the payment of any assessment, claim or charge, may, if it sees fit, be thereby subrogated to the rights of the federal, state or local governmental entity or agency otherwise entitled to such rights under the applicable Environmental Law; but no such advance shall be deemed to relieve Mortgagor from any default hereunder or impair any right to remedy consequent thereto.

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(d) Mortgagor covenants and agrees to indemnify, hold harmless, and defend Mortgagee and any current or former officers, directors, employees or agents of Mortgagee (individually an "Indemnitee" and collectively, the "Indemnitees"), immediately upon demand by any Indemnitee from any and all claims, losses, damages, liabilities, injuries, response costs, fines, penalties, clean-up costs and expenses arising out of or in any way relating to: (i) the existence of Contaminants over, beneath, in or upon the Premises, or the escape, seepage, leakage, spillage, discharge, emission, transportation or release from the Premises of any Contaminants into the atmosphere or any watercourse, body of water, ground water, wetlands or publicly or privately owned well, or onto any other parcel of property; (ii) any non-compliance with IRPTA; (iii) any violation or alleged violation of any Environmental Law, regarding, arising out of or in connection with the Premises or the operations of Indemnitor; or (iv) the breach of any of the representations, warranties, covenants and agreements set forth in the foregoing paragraphs hereof; with such claims, losses, damages, response costs, clean-up costs and expenses including, but not limited to: (a) claims of third parties (including, but not limited to, governmental agencies) for damages, fines, penalties, response costs, clean-up costs, injunctive or other relief; (b) costs and expenses of clean-up, removal, or containment whether incurred by Mortgagee or any third parties, including fees of attorneys and experts, and costs of reporting the existence of Contaminants to any governmental agency; and (c) any and all expenses or obligations incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, reasonable attorneys' fees, witness fees, deposition costs, copying and telephone charges and other expenses.

(e) The representations, warranties, covenants and agreements contained herein and the obligations of Mortgagor to indemnify Mortgagee and the other Indemnitees with respect to the expenses, damages, losses, costs, damages and liabilities set forth in the foregoing paragraphs (collectively, "Indemnitor's Environmental Obligations"), shall not be limited to the amount of the Indebtedness Hereby Secured and shall survive: (i) the foreclosure of any liens on the Premises in favor of Mortgagee or a third party or the conveyance thereof by deed in lieu of foreclosure (and shall not be limited to the amount of any deficiency in any foreclosure sale of Premises); (ii) repayment of all amounts due under the Note and the other Indebtedness Hereby Secured; (iii) the cancellation of any instruments evidencing all or any portion of the Indebtedness Hereby Secured; and (iv) the discharge of this Mortgage and the release of any and all other loan documents evidencing the termination of the lending relationship between Mortgagor and Mortgagee.

(f) Notwithstanding anything herein to the contrary, three months after the initiation of any suit, proceeding or investigation by any state or federal court, tribunal or agency

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concerning any environmental liability of the Mortgagor or with respect to the Premises, or sooner if the Mortgagor is found or held by said entity to be so liable, shall constitute an Event of Default hereunder, unless the suit, proceeding or investigation is terminated within said three month period without any finding of liability on the Mortgagor, and any and all Indebtedness Hereby Secured shall be and become immediately due and payable upon the occurrence of such Event of Default and the Mortgagee shall have all other rights and remedies available to it as for any other Event of Default.

32. Subrogation. A portion of the Indebtedness Hereby Secured was utilized to pay off, discharge, or satisfy existing liens against the Premises, and it is the intent of the parties hereto that Mortgagee shall be subrogated to any and all rights of the holder thereof in and to any such liens, whether or not expressly assigned to Mortgagee, and Mortgagee shall have the benefit of the priority of the same.

33. Operating Account. Mortgagee agrees to maintain its principal operating account at Mortgagee.

34. Rights Cumulative. Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. Delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall not impair any such right, power or remedy, and shall not be construed to be a waiver of any default or acquiescence therein.

35. Successor and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner of the Premises or any other person having an interest therein) and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options, benefits and security afforded hereby and hereunder, and may enforce every and all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder was herein by name specifically granted such rights, privileges, powers,

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options, benefits and security and was herein by name designated the Mortgagee.

36. Provisions Severable. The unenforceable or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

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

38. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular number shall include the plural, the plural shall include the singular and the masculine, feminine and neuter genders shall be freely interchangeable.

39. Address and Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the personal delivery thereof or the passage of three days after the mailing thereof by registered or certified mail, return receipt requested to the addresses initially specified in the introductory paragraph hereof, or to such other place or places as any party except as provided in Paragraph 18 above hereto may by notice in writing designate, shall constitute service of notice hereunder.

40. Limited Recourse. Except for Indemnitor's Environmental Obligations, which shall be full recourse against Mortgagor's assets (but not the general partners of Mortgagor), and as otherwise set forth below, Mortgagor and Mortgagor's general partners shall have no personal liability hereunder or with respect to the indebtedness evidenced by the Note, or to perform any covenant, either express or implied contained herein, including, but not limited to, any covenant to pay taxes and any covenant to pay attorneys' fees absent fraud or material misrepresentation, and that the Mortgagee shall look solely to the Premises secured hereby and any other collateral given under the other Loan Documents; provided, however, the foregoing shall not be deemed to limit the right of Mortgagee to foreclose the lien of this Mortgage and/or proceed against or recover from said parties (a) any funds, damages, or costs incurred by Mortgagee as a result of fraud or material misrepresentation perpetrated against Mortgagee by Mortgagor or Mortgagor's general partners (including, without limitation, reasonable attorneys' fees incurred by Mortgagee resulting from such fraud or material misrepresentation), (b) waste with respect to the Premises, (c) any receipts, security deposits, advances, rebates, prepaid rents or other similar sums paid to or for the account of Mortgagee or attributable to the Premises, or

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INVESTIGATION REPORT

Case No. 123456789

Date: 10/26/2023

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(d) any insurance proceeds or the proceeds of or award for condemnation or taking of property which had been converted, misappropriated, or misapplied.

IN WITNESS WHEREOF, the parties hereto, hereby set their hands and seal this December 7, 1993.

FPM LIMITED PARTNERSHIP, an Illinois limited partnership

By:

Michael S. Basofin
Michael S. Basofin
General Partner

By:

E. Neal Trogdon
E. Neal Trogdon
General Partner

By: Cloverleaf Investments, Inc.,
an Illinois corporation
General Partner

By:

Michael S. Basofin, Pres.
Michael S. Basofin
President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Terry E. Lanzi, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael S. Basofin, in his capacity as general partner of FPM Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 9th day of December, 1993.

Terry E. Lanzi
Notary Public

My Commission expires:
5-28-96



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Terry E. Lanzi, a Notary Public in and for said County in the State aforesaid, do hereby certify that E. Neal Trogdon, in his capacity as general partner of FPM Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 9th day of December, 1993.

Terry E. Lanzi
Notary Public

My Commission expires:
5/28/96



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Terry E. Lanzi, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael S. Basofin in his capacity as president of Cloverleaf Investments, Inc., an Illinois corporation, in its capacity as general partner of FPM Limited Partnership, an Illinois limited partnership, 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 signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation as a general partner of the limited partnership, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 9th day of December, 1993.

Terry E. Lanzi
Notary Public

My Commission expires:
5/28/96



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PROPERTY TAX STATEMENT

2023-2024

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EXHIBIT A

PARCEL 1:

THE EAST 350 FEET OF TRACT NO. 2.

(EXCEPT THE NORTH 30 FEET THEREOF,

ALSO EXCEPT THAT PART LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF MANNHEIM ROAD, 15 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF GRAND AVENUE TO A POINT ON SAID NORTH LINE, 15 FEET WEST OF SAID INTERSECTION,

ALSO EXCEPT THE EAST 15 FEET OF THE EAST 350 FEET OF TRACT NO. 2 (EXCEPT THE NORTH 30 FEET THEREOF, ALSO EXCEPT THAT PART LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF MANNHEIM ROAD, 15 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF GRAND AVENUE TO A POINT ON SAID NORTH LINE, 15 FEET WEST OF SAID INTERSECTION)

ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT, 15 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE NORTHERLY ALONG THE EAST LINE, 160.0 FEET TO A POINT, 305.46 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE WESTERLY 175.0 FEET ALONG A LINE PARALLEL WITH AND 305.46 FEET SOUTH OF THE NORTH LINE OF SAID TRACT TO A POINT; THENCE SOUTHERLY 164.46 FEET ALONG A LINE PARALLEL WITH AND 175.0 FEET WESTERLY OF THE EAST LINE OF SAID TRACT TO A POINT ON THE NORTH LINE OF GRAND AVENUE (THE SOUTH LINE OF SAID TRACT); THENCE EASTERLY 160.46 FEET TO A POINT 15 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTHEAST 20.44 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET)

IN OWNERS SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1929 AS DOCUMENT 10456788 AND FILED IN THE REGISTRAR'S OFFICE AUGUST 23, 1929 AS DOCUMENT LR474993, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

TRACT NO. 2 (EXCEPT THE WEST 550 FEET THEREOF AND ALSO EXCEPT THE EAST 350 FEET THEREOF) IN OWNERS DIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE; ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1929 AS DOCUMENT

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10456788 AND FILED IN THE REGISTRAR'S OFFICE AUGUST 23, 1929 AS DOCUMENT LR474993 IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THE NORTH 30 FEET OF THE EAST 350 FEET OF TRACT NO. 2 IN OWNERS DIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1929 AS DOCUMENT 10456788 AND FILED IN THE REGISTRAR'S OFFICE ON AUGUST 23, 1929 AS DOCUMENT LR474993, IN COOK COUNTY, ILLINOIS.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

1900

Attest: My hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

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1900

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.