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The mailing address of Mortgagee (as hereinafter defined) is

C-94-04672

MOBIL OIL CORPORATION
C/O Citicorp North America Inc.
as Investor Agent
2600 Michelson Drive, 11th Floor
Irvine, Ca. 92715
Attn: Arnette S. McCrimmon

: DEPT-01 RECORDING 485.50
: T45555 TRAN 0790 12/21/94 15:40:00
: 48543 11 4-04-062645
: COOK COUNTY RECORDER

MORTGAGE, LEASEHOLD MORTGAGE,
ASSIGNMENT OF BENEFITS, SECURITY AGREEMENT
AND FIXTURE FILING

Dated as of November 1, 1994

SHAH ENTERPRISES, INC., an Illinois corporation,

Mortgagor

to

MOBIL OIL CORPORATION, a New York corporation,

Mortgagee

LAWYERS TITLE INSURANCE CORPORATION

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This instrument was prepared by the attorney referenced below in consultation with counsel admitted to practice in the state in which the property is located, and when recorded, counterparts should be returned to:

MOBIL OIL CORPORATION
C/O Citicorp North America Inc.,
as Investor Agent
2600 Michelson Drive, 11th Floor
Irvine, Ca. 92715
Attn.: Arnette S. McCrimmon



Location Cooks County, Illinois

This instrument is a Mortgage, Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing. This instrument encumbers property located in Illinois. Notwithstanding anything to the contrary herein contained, this instrument is, inter alia, a mortgage and leasehold mortgage. The total outstanding principal amount of indebtedness secured by this instrument shall not exceed TWO HUNDRED SIXTY THOUSAND AND NO/100 Dollars (\$260,000.00). This instrument contains after-acquired property provisions and secures obligations containing provisions for changes in interest rates, extensions of time for payment and other modifications in the terms of the obligations.

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THIS MORTGAGE, LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of November 1, 1994, is made by and between SHAH ENTERPRISES, INC., an Illinois corporation, whose address is 810 N. Roselle Road, Hoffman Estates, IL 60194 ("Mortgagor") and MOBIL OIL CORPORATION, a New York corporation, whose address is 3225 Gallows Road, Fairfax, Fairfax County, Virginia 22037; Attn.: Administrative Support Manager for Resale Districts ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor has entered into that certain Credit Agreement, dated as of November 1, 1994, with Mortgagee, (as agent for the Lenders, as defined therein) (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, pursuant to the Credit Agreement and subject to the terms and conditions therein set forth, the Lenders have agreed to make Advances to Borrower; and

WHEREAS, the aggregate principal amount of the Advances outstanding from time to time under the Credit Agreement may not exceed \$ 260,000.00, excluding advances made to protect the lien and security of this Mortgage; and

WHEREAS, to evidence and secure such indebtedness, Borrower has executed and delivered certain of the Credit Documents; and

WHEREAS, it has been agreed that as a condition precedent to the making of the Advances, Mortgagor will further secure such indebtedness by the execution and delivery of this Mortgage.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby agrees as follows:

1. Grant and Security Agreement. For valuable consideration, Mortgagor irrevocably grants, bargains, sells,

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conveys, releases, transfers, mortgages, warrants, deeds and assigns to Mortgagee, its successors and assigns, with power of sale, to have and to hold, all and singular right, title and interest of Mortgagor in and to the following property (the "Mortgaged Property"):

(a) all that certain real property described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Fee Property");

(b) all those certain leases and the leasehold and other estates created thereby described on Exhibit A-2 attached hereto and incorporated herein by reference (the "Leases") of and in those certain plots, pieces and parcels of land described on said Exhibit A-2 (the "Leased Property", and together with the Fee Property, the "Land"), and any and all amendments, modifications, extensions, replacements, guarantees and renewals of, and all credits, deposits and options under, the Leases and all privileges, rights and interests of Mortgagor under the Leases and to all or any part of the Leased Property;

(c) all buildings, structures and other improvements now or in the future located on the Land (the "Improvements");

(d) all tenements, hereditaments, appurtenances, privileges and other rights and interests now or in the future relating to the Land or the Improvements, including easements, rights-of-way, mineral rights, water rights and water stock (the "Appurtenances");

(e) all present and future right, title and interest of Mortgagor in and to all inventory, equipment, fixtures and goods (as those terms are defined in the Uniform Commercial Code) and all other materials, supplies and tangible personal property now or in the future located at, upon or about, or affixed or attached to or installed in, the Land or the Improvements, or used or to be used in connection with or otherwise relating to the Land or the Improvements or the development, construction, use, operation or occupancy of the Land or the Improvements, including, without limitation, furniture, furnishings, machinery, appliances, building materials, generators, boilers, furnaces, water tanks and

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heating, ventilating and air conditioning equipment, and all accessories, additions, attachments, proceeds, products, replacements and substitutions of or to any of such property (the "Goods", and together with the Land and the Improvements, the "Property");

(f) all present and future right, title and interest of Mortgagor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the Uniform Commercial Code), and all leases and other occupancy agreements (except the Leases) and all rights and interests appurtenant thereto (the "Subordinate Leases"), and all other agreements, rights, written materials and intangible personal property (whether now or in the future existing) arising in connection with, derived from or otherwise relating to the Property or any portion thereof or the ownership, development, construction, use, operation, occupancy, lease, sale or financing of the Property or any portion thereof, including: (i) permits, approvals, consents and other authorizations; (ii) improvement plans and specifications and architectural drawings; (iii) agreements with contractors, subcontractors and suppliers; (iv) takeout, refinancing and permanent loan commitments; (v) warranties, guaranties and insurance policies, together with insurance payments and unearned insurance premiums; (vi) escrow proceeds, reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings and leases; (vii) claims, demands, awards, settlements and other payments arising from or relating to any taking, condemnation, public use or private trespass or injury of or to the Property (a "Taking"); and (viii) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (the "Intangibles", and together with the Appurtenances, the "Rights"); and

(g) all rents, issues, income, royalties and profits now or in the future derived from or payable with respect to the Property or the ownership, use, operation or occupancy of the Property, including those past due and unpaid (the "Rents").

Mortgagor further grants to Mortgagee, pursuant to the Uniform Commercial Code, a security interest in all present and

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future right, title and interest of Mortgagor in and to the Goods and the Intangibles (the "Personal Property").

2. Obligations Secured. (a) This Mortgage is given for the purpose of securing the payment of all obligations of every kind and character now or hereafter existing, whether matured or unmatured, contingent or liquidated: (i) of Mortgagor under the Credit Agreement, the Notes in the aggregate face amount of \$260,000.00 executed by Mortgagor in favor of Mortgagee (including any extensions, replacements, modifications, substitutions, amendments and renewals of the Notes) and the other Credit Documents; (ii) of Mortgagor under this Mortgage; and (iii) of Mortgagor to the Mortgagee under each agreement of Mortgagor now or hereafter entered into. All of the obligations described in this Paragraph are referred to as the "Secured Obligations", the maximum principal amount of which at any time shall not exceed **TWO HUNDRED SIXTY THOUSAND AND NO/100** Dollars (\$260,000.00), and which shall become due and payable no later than June 1, 2005.

(b) Notwithstanding anything to the contrary herein contained, to the extent the Mortgaged Property is located in Illinois, this Mortgage shall be deemed to be and shall be enforceable as a mortgage, leasehold mortgage, assignment, assignment of rents and financing statement.

3. Mortgagor's Representations, Warranties, and Covenants. To protect the security of this Mortgage, Mortgagor agrees as follows:

(a) Performance. Mortgagor shall promptly pay when due the Secured Obligations, and will perform and observe all of its obligations under, and all of the provisions of, the Credit Documents.

(b) Maintenance of Property. Unless Mortgagee otherwise consents in writing, Mortgagor: (i) shall use the Mortgaged Property only for substantially the same use as in effect as of the date hereof; (ii) shall keep the Property in good condition and repair; (iii) subject to the provisions set

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forth in subparagraph 3(e)(vii) hereof, shall repair or restore promptly and in good and workmanlike manner any Property that may be damaged, destroyed or obsolete, or replace such Property with property comparable thereto when new, and pay when due all claims for labor, service, equipment and material in connection with any such work; (iv) shall not remove, demolish or materially diminish the value of any Improvements; (v) shall not commit, suffer or permit any waste of the Property; (vi) shall comply in all material respects with all laws, rules, regulations and other requirements, and not commit or permit any violation of any laws, rules, regulations or other requirements which affect the Mortgaged Property or require any alterations or improvements to be made to the Improvements; (vii) shall take all other action which may be necessary to preserve, maintain and protect the Mortgaged Property, including the performance of any obligations of Mortgagor, or any conditions with respect to the Rights; (viii) shall not: (A) initiate or support any zoning reclassification of the Property, seek any variance under existing zoning ordinances applicable to the Property or use or permit the use of the Property in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances, (B) modify or amend any of the Permitted Liens; (C) impose any restrictive covenants or encumbrances upon the Property, execute or file any subdivision plat affecting the Property or consent to the annexation of the Property to any municipality; or (D) permit or suffer the Property to be used by the public or any Person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement; and (ix) shall not sell, transfer, lease, encumber, release, abandon, relinquish or otherwise dispose of all or any portion of the Mortgaged Property except as provided in Section 4.02 of the Credit Agreement or except for a disposition described in subparagraph 3(e) or 3(f) hereof.

(c) Warranty of Title. Mortgagor represents and warrants that it has good and marketable title to the Property free and clear of all liens, charges and encumbrances of every kind and character, subject only to the liens that the Mortgagee shall have approved in writing; that it has and will continue to have full power and lawful authority to encumber and convey the Property as provided herein; and that this

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Mortgage is and will continue to remain a valid and enforceable first mortgage lien on and security interest in the Property, subject only to the Permitted Liens.

(d) Covenants Concerning the Leases. Mortgagor hereby represents, warrants, covenants and agrees that:

(i) Each of the Leases is now a valid and subsisting lease and is in full force and effect in accordance with the terms thereof and has not been modified except as herein set forth; and all of the rental, additional rental and other charges due and payable under the Leases prior to the execution hereof have been paid, and all of the terms, conditions and agreements contained in the Leases have been performed, and no default of Mortgagor exists and remains uncured under any of the Leases after notice thereof and the expiration of any applicable grace period thereunder. This Mortgage is lawfully executed and delivered in conformity with each of the Leases and is and will be kept a valid lien on the interests of Mortgagor therein.

(ii) Mortgagor will: (A) pay when due and payable the rentals, additional rentals and other charges mentioned in and payable under each of the Leases; (B) perform and observe in all material respects all of the terms, covenants and conditions required to be performed and observed by Mortgagor as lessee under each of the Leases; and (C) do all things necessary to preserve and to keep unimpaired its rights under the Leases.

(iii) Mortgagor will promptly cause a copy of any notice of default or termination under any of the Leases to be delivered to Mortgagee.

(iv) Mortgagor will promptly notify Mortgagee of any request made by either party to any Lease for arbitration and of the institution of any arbitration proceedings, and will promptly deliver to Mortgagee a copy of the determination of the arbitrators in each such proceeding.

(v) Mortgagor will not, without the prior consent of Mortgagee: (A) terminate, cancel, modify, supplement (in a manner materially adverse to Mortgagor) or surrender, or

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suffer or permit any termination, cancellation, modification, supplementation (in a manner materially adverse to Mortgagor) or surrender of, any Lease; (B) fail or refuse to take timely and appropriate action to renew any Lease pursuant to the provisions thereof; (C) consent or refuse to consent to any action taken or to be taken by the lessor or anyone else under any Lease, the result of which would diminish or impair the security of this Mortgage; (D) further encumber the Leased Property; or (E) subordinate or consent to the subordination of any Lease to any mortgage on the lessor's interest in the premises demised by such Lease.

(vi) Supplementing the provisions of subparagraph (v) above, if any of the Leases is rejected or disaffirmed by the lessor thereunder (or by any receiver, trustee, custodian or other party who succeeds to the rights of such lessor, such receiver, trustee, custodian or other party being collectively, the "acting lessor") pursuant to any bankruptcy, insolvency, reorganization, moratorium or similar law (any such law hereinafter collectively referred to as a "Bankruptcy Law"), Mortgagor covenants that it will not elect to treat such Lease as terminated under 11 U.S.C. § 365(h) or any similar or successor law or right, and hereby assigns to Mortgagee the sole and exclusive right to make or refrain from making any such election, and Mortgagor agrees that any such election, if made by Mortgagor, shall be void and of no force or effect.

(vii) If the lessor or acting lessor under any Lease rejects or disaffirms such Lease pursuant to any Bankruptcy Law and Mortgagee elects to have Mortgagor remain in possession under any legal right Mortgagor may have to occupy the premises leased pursuant to such Lease, then (A) Mortgagor shall remain in such possession and shall perform all acts necessary for Mortgagor to retain its right to remain in such possession for the unexpired term of such Lease (including all renewals thereof), whether such acts are required under the then existing terms and provisions of such Lease or otherwise, and (B) all of the terms and provisions of this Mortgage and the lien created hereby shall remain in full force and effect and shall be extended automatically to such possession, occupancy and interest of Mortgagor.

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(viii) Mortgagor, immediately upon obtaining knowledge of a breach by the lessor or acting lessor under any Lease or any inability of such lessor or acting lessor to perform the terms and provisions of such Lease (including by reason of a rejection or disaffirmance of such Lease pursuant to any Bankruptcy Law), will notify Mortgagee of any such breach or inability. Mortgagor hereby assigns to Mortgagee the proceeds of any claim that Mortgagor may have against such lessor or acting lessor for any such breach or inability. Mortgagee shall have the sole right to elect either (A) to proceed against such lessor or acting lessor as if Mortgagee were the named lessee thereunder, in Mortgagor's name or in Mortgagee's name as agent for Mortgagor, and Mortgagor agrees to cooperate with Mortgagee in such action and shall execute any and all documents required in furtherance of such action, or (B) to have Mortgagor proceed in Mortgagor's and Mortgagee's behalf in which event Mortgagee may participate in any such proceedings, and Mortgagor from time to time will deliver to Mortgagee all instruments requested by Mortgagee or as may be required to permit such participation. Mortgagor shall, at its expense, diligently prosecute any such proceedings, shall deliver to Mortgagee copies of all papers served in connection therewith and shall consult and cooperate with Mortgagee and its respective attorneys and agents in carrying on the defense of any such proceedings; provided, however, that no settlement of any such proceeding shall be made by Mortgagor without Mortgagee's consent.

(ix) If an event described in Section 5.01(f) of the Credit Agreement shall occur, Mortgagor covenants that (A) it shall not reject or disaffirm any of the Leases without the prior consent of Mortgagee, and (B) at the direction of Mortgagee it shall, in a timely fashion, (I) take all actions (including curing all existing defaults and providing assurance of future performance) as may be required to permit Mortgagor to assume any such Lease and (II) assume such Lease.

(e) Insurance. (i) Mortgagor will keep the Property insured for the benefit of Mortgagee in accordance with the Credit Documents and Mortgagor shall obtain such reasonable additional coverage, including, without limitation, flood insurance, if required, increase the amounts of coverage or modify the forms thereof from time to time as Mortgagee shall

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reasonably request. In the event the Mortgagee elects to seek the appointment of a receiver under such statute, Mortgagor hereby consents to the appointment of such receiver under such statute.

(ii) Mortgagor shall not carry separate or additional insurance concurrent in form or contributing, in the event of loss, with that required under the Credit Documents unless endorsed in favor of Mortgagee as loss payee or additional insured, as applicable, designating that such insurance shall contain endorsements providing coverage secondary to the insurance required to be carried hereunder and otherwise acceptable to Mortgagee in all respects.

(iii) In the event of foreclosure of this Mortgage, transfer of title to the Property by deed in lieu of foreclosure or other transfer of title or assignment of the Property in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of Mortgagor in and to all policies of insurance required under the Credit Documents or this subparagraph 3(e) or otherwise then in force with respect to the Property and all proceeds payable thereunder and unearned premiums thereon shall immediately vest in the purchaser or other transferee of the Property.

(iv) Mortgagor covenants that it has delivered to Mortgagee, and shall, from time to time as may be requested by Mortgagee, deliver to Mortgagee, the policies of insurance (or, if such policies are not yet available, unconditional binders to issue the same), or certificates thereof, that may be requested by Mortgagee to confirm that the insurance required under the terms of the Credit Documents is in place and in full force and effect.

(v) In the event that Mortgagor fails to keep the Property insured in compliance with this Paragraph, Mortgagee may, but shall not be obligated to, obtain such insurance and pay the premiums therefor and Mortgagor shall, on demand, reimburse Mortgagee for all sums advanced and expenses incurred in connection therewith. Such sums and expenses, together with interest thereon at the rate of interest set forth in the Notes applicable upon and during an Event of Default (the

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"Default Rate"), shall be part of the indebtedness secured hereby.

(vi) In the event of any substantial damage to or loss or destruction of the Property, Mortgagor shall: (A) promptly notify Mortgagee of such event and take such steps as shall be necessary to preserve any undamaged portion of the Property; (B) promptly advise the insurer under any policy providing coverage for such damage, loss or destruction of the same and take such other actions as are required of Mortgagor under each such policy; and (C) subject to the provisions of subparagraph (vii) below, unless otherwise instructed by Mortgagee, regardless of whether the insurance proceeds, if any, shall be sufficient for the purpose or shall be otherwise applied by Mortgagee as provided herein, promptly commence and diligently pursue to completion the restoration, replacement and rebuilding of the Property to the condition of the Property affected thereby immediately prior to such damage, loss or destruction in accordance with plans and specifications approved, and with other provisions for the preservation of the security hereunder established, by Mortgagee.

(vii) (A) In the event that any portion of the Property is damaged, destroyed or lost, and such damage, destruction or loss is covered, in whole or in part, by insurance referred to in this Paragraph, then: (I) Mortgagee may, but shall not be obligated to, make proof of loss and is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for damage, destruction or loss thereunder; (II) each insurance company concerned is hereby authorized and directed to make payment therefor directly to Mortgagee, and (III) Mortgagee shall have the right to apply the insurance proceeds, first, to reimburse Mortgagee for all costs and expenses, including adjustors' and attorneys' fees and disbursements, incurred in connection with the collection of such proceeds, and second, the remainder of such proceeds shall be applied, at Mortgagee's option, in payment of all or any part of the Secured Obligations, in the order and manner determined by Mortgagee, or to the cure of any then current default hereunder, or to Mortgagor solely for the restoration, replacement or rebuilding, in whole or in part, of the portion of the Property so damaged, destroyed or lost, provided that

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any insurance proceeds held by Mortgagee to be applied to the restoration, replacement or rebuilding of the Property shall be paid out from time to time upon compliance by Mortgagor with such provisions and requirements as may be imposed by Mortgagee together with interest, if any, except for one percent (1%) per annum of the principal amount of such proceeds (which shall be retained and applied by Mortgagee as a service charge in connection with the maintenance of the account). Mortgagee agrees to deposit insurance proceeds, if any, in an interest-bearing account. In the event that Mortgagor shall have received all or any portion of the insurance proceeds, Mortgagor shall hold the same in trust for the benefit of Mortgagee and, upon demand from Mortgagee, shall pay to Mortgagee an amount equal to the amount so received by Mortgagor, to be applied as Mortgagee shall have the right pursuant to this Paragraph. Notwithstanding anything herein or at law or in equity to the contrary, no insurance proceeds or payments in lieu thereof paid to Mortgagee shall be deemed trust funds, and Mortgagee shall be entitled to dispose of such proceeds as provided in this subparagraph. Notwithstanding the foregoing, so long as Mortgagor is not in Default, in the event of a casualty to all or any portion of the Property in connection with which insurance proceeds shall have been paid not in excess of \$100,000, then Mortgagee shall remit to Mortgagor such amount against receipt by Mortgagee of written evidence reasonably satisfactory to Mortgagee that such amount will be used by Mortgagor to repair, replace or restore such Property with new Property having a value not less than that of the Property destroyed or damaged. In the event of a casualty to all or any portion of the Property in connection with which insurance proceeds shall have been paid in excess of \$100,000, then (so long as an Event of Default has not occurred) Mortgagee shall remit to Mortgagor such amount against receipt by Mortgagee of written evidence reasonably satisfactory to Mortgagee that such amount will be used by Mortgagor to repair, replace or restore such Property with new Property having a value at least as great as that of the Property destroyed or damaged, unless, in the judgment of Mortgagee, such casualty will have (even if such insurance proceeds were used to repair, replace or restore such Property) a material adverse effect on the ability of Mortgagor to perform its obligations under the Credit Documents to which it is a party, in which event

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Mortgagee shall be entitled, in its discretion, to apply such proceeds as set forth above.

(B) Notwithstanding anything to the contrary in this subparagraph (vii), where such damage, destruction, or loss is substantial and Mortgagor determines, consistent with a good faith business judgment, that (I) the Property so damaged, destroyed or lost is no longer desirable for the operation of Mortgagor's business or (II) it would be uneconomic for Mortgagor to restore, replace or rebuild such Property, then Mortgagor shall not be required to restore, replace or rebuild such Property and shall pay all such insurance proceeds to Mortgagee after using that portion thereof, if any, necessary to return such Property to a safe condition.

(C) Notwithstanding anything to the contrary in this subparagraph (vii), if Mortgagor, as a tenant under a Lease, does not have the right or obligation to perform any restoration, replacement or rebuilding contemplated by this subparagraph 3(e)(vi), then Mortgagor shall not be obligated to perform such restoration, replacement or rebuilding and shall use all reasonable efforts to enforce Mortgagor's rights, if any, under such Lease to cause landlord thereunder to perform such restoration, replacement or rebuilding, but if such landlord fails or refuses to do so, Mortgagor shall not be in Default hereunder and Mortgagee shall be entitled to apply any insurance proceeds as set forth above.

(viii) Notwithstanding any loss, damage or destruction referred to in this Paragraph, Mortgagor shall continue to pay and perform its obligations as provided herein. Any reduction in the Secured Obligations resulting from such application shall be deemed to take effect only on the date of receipt by Mortgagee of such insurance proceeds and application against the Secured Obligations. The application of the insurance proceeds against the Secured Obligations shall be done in a reasonably prompt manner. If, after the application of any insurance proceeds to the Secured Obligations, any portion of the Secured Obligations shall remain unpaid, such unpaid portion of the Secured Obligations shall continue in full force and effect and Mortgagor shall not be excused from the payment thereof.

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(f) Condemnation. (i) All proceeds of any claim, demand, award, settlement or other payment arising from or relating to any Taking are assigned and shall be paid to Mortgagee and shall be held by Mortgagee to be applied in accordance with the following provisions. Mortgagor shall take all action required by Mortgagee in order to protect Mortgagor's and Mortgagee's rights with respect to any Taking, including the commencement of, appearance in or prosecution of any appropriate action or proceeding. Mortgagor may not settle or compromise any claim with respect to any Taking without the prior written consent of Mortgagee, in its sole judgment and discretion, provided that upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the sole right, at its option, in its own name or in the name of Mortgagor, to commence, appear in and prosecute any action or proceeding with respect to any Taking, and to settle or compromise any claim with respect thereto in such manner as Mortgagee may determine. [Subject to the terms of the Leases and Permitted Liens senior to this Mortgage, t]he proceeds of any claim, demand, award, settlement or other payment with respect to any Taking may be applied by Mortgagee in payment of the Secured Obligations in such order and manner as Mortgagee may determine or, at the option of Mortgagee, may be held by Mortgagee as additional security for the Secured Obligations or released to Mortgagor. Any condemnation proceeds held by Mortgagee as additional security shall be placed in an interest-bearing account, and such interest (except for one percent (1%) per annum of the principal amount of such proceeds which shall be retained and applied by Mortgagee as a service charge in connection with maintenance of the account) shall be paid to Mortgagor. Notwithstanding the foregoing, so long as an Event of Default has not occurred, in the event a payment relating to any Taking is received which is not in excess of \$100,000, then Mortgagee shall remit to Mortgagor such amount against receipt by Mortgagee of written evidence reasonably satisfactory to Mortgagee that such amount will be used by Mortgagor to replace, or, if applicable, restore or repair, any Property subject to the Taking with new Property having a value not less than the Property subject to the Taking. In the event of a Taking in which the payment exceeds \$100,000, then (so long as Mortgagor is not in Default) Mortgagee shall remit to Mortgagor such amount against receipt by Mortgagee of written

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evidence reasonably satisfactory to Mortgagee that such amount will be used by Mortgagor to replace, or, if applicable, to repair or restore such Property with new Property having a value at least as great as that of the Property subject to the Taking, unless in the judgment of Mortgagee, such Taking (even if such payment were used to repair, replace or restore such Property) will have a material adverse effect on the ability of Mortgagor to perform its obligations under the Credit Documents to which it is a party, in which event Mortgagee shall be entitled, in its discretion, to apply such proceeds as set forth above.

(ii) Notwithstanding anything to the contrary in this subparagraph (f), where a Taking is substantial and Mortgagor determines, consistent with a good faith business judgment, that (A) the Property subject to the Taking is no longer desirable for the operation of Mortgagor's business or (B) it would be uneconomic for Mortgagor to replace or, if applicable, restore or repair such Property, then Mortgagor shall not be required to replace, restore or repair such Property and shall pay all proceeds from such Taking to Mortgagee after using that portion thereof, if any, necessary to return such Property to a safe condition.

(iii) Notwithstanding anything to the contrary in this subparagraph (f), if Mortgagor, as a tenant under a Lease, does not have the right or obligation to replace, restore or repair such Property as contemplated by this subparagraph (f), then Mortgagor shall not be obligated to replace, restore or repair such Property and shall use all reasonable efforts to enforce Mortgagor's rights, if any, under such Lease to cause landlord to restore, replace or repair such Property, but if such landlord fails or refuses to do so, Mortgagor shall not be in Default hereunder and Mortgagee shall be entitled to apply any proceeds from such Taking as set forth above.

(g) Status of the Property. The Property is not located in an area identified by the Secretary of Housing and Urban Development or a successor thereto as an area having special flood hazards pursuant to the terms of the National Flood Insurance Act of 1968, or the Flood Disaster Protection Act of 1973, as amended, or any successor law.

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(h) Taxes. (i) Mortgagor shall pay when due all taxes which are or may become a lien, charge or encumbrance affecting the Mortgaged Property (including assessments on appurtenant water stock), and all other liens and rights of others affecting the Mortgaged Property which are or appear to be or may for any reason become prior or superior to this Mortgage except Permitted Liens and except to the extent: (A) the validity thereof is being contested in good faith and by proper proceedings diligently conducted; (B) proper reserves are being maintained in connection therewith in accordance with generally accepted accounting principles consistently applied; and (C) the proceedings referred to in clause (A) above could not subject Mortgagee to any civil or criminal penalty or liability or involve any risk of sale, forfeiture or loss of any Property. Mortgagor will pay any and all taxes, charges, filing, registration and recording fees, excises and levies (other than income, franchise and doing business taxes, including any of the foregoing imposed upon Mortgagee, payable in connection with the execution, delivery and/or recording of the Credit Documents. Mortgagor further consents to the appointment of a receiver under said statute, in the event Mortgagee elects to seek such relief thereunder.

(ii) In the event of the enactment after the date hereof of any law in the state in which the Mortgaged Property is located or any other governmental entity deducting from the value of the Mortgaged Property for the purpose of taxation any lien or security interest thereon, or changing in any way the laws for the taxation of mortgages, deeds of trust or other liens or debts secured thereby, or the manner of collection of such taxes, so as to affect this Mortgage, the Secured Obligations, Mortgagee or the holders of the Secured Obligations, then, and in such event, Mortgagor shall, on demand, pay to Mortgagee or such holder, or reimburse Mortgagee or such holder for payment of, all taxes, assessments, charges or liens for which Mortgagee or such holder is or may be liable as a result thereof, provided that if any such payment or reimbursement shall be unlawful or would constitute usury or render the Secured Obligations wholly or partially usurious under applicable law, then Mortgagee may, at its option, declare the Secured Obligations immediately due and payable or require Mortgagor to pay or

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reimburse Mortgagee for payment of the lawful and non-usurious portion thereof.

(i) Actions. Mortgagor shall:

(i) appear in and defend any claim, action or proceeding purporting to affect title or other interests relating to the Mortgaged Property, the security interest, lien, priority, validity or enforceability of this Mortgage or the rights or powers of Mortgagee, and shall give Mortgagee prompt written notice of any such action or proceeding;

(ii) at Mortgagor's sole cost and expense and at the request of Mortgagee, (A) promptly correct any defect or error which may be discovered in the contents of this Mortgage or in its execution, acknowledgment or recordation and (B) promptly do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments that may be necessary or desirable or that Mortgagee may reasonably request from time to time in order to carry out more effectively the purposes of this Mortgage, to subject to the lien and security interest hereby created any of Mortgagor's properties, rights or interests covered or now or hereafter intended to be covered hereby, to perfect and maintain said lien and security interest, and to better assure, convey, grant, assign, transfer and confirm unto Mortgagee the rights granted or now or hereafter intended to be granted to Mortgagee hereunder or under any other instrument executed in connection with this Mortgage or which Mortgagor may be or become bound to convey, mortgage or assign to Mortgagee in order to carry out the intention or facilitate the performance of the provisions of this Mortgage; and

(iii) at the request of Mortgagee, promptly record and re-record, file and refile and register and re-register this Mortgage, any financing or continuation

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statements and every other instrument in addition or supplemental to any thereof that shall be required by any present or future law in order to perfect and maintain the validity, effectiveness and priority of this Mortgage and the lien and security interest intended to be created hereby, or to subject after-acquired property of Mortgagor to such lien and security interest, in such manner and places and within such times as may be necessary to accomplish such purposes and to preserve and protect the rights and remedies of Mortgagee. Mortgagor will furnish to Mortgagee evidence satisfactory to Mortgagee of every such recording, filing or registration. Mortgagee may, at Mortgagor's sole expense, file copies or reproductions of this instrument as financing statements at any time and from time to time at Mortgagee's option without further authorization from Mortgagor.

(j) Illinois Responsible Property Transfer Act. Mortgagor has fully complied with all applicable requirements of the Illinois Responsible Property Transfer Act.

(k) Additional Advances and Disbursements. (i) Mortgagor agrees that if Mortgagor shall default in any of its obligations hereunder, then Mortgagee shall have the right, without obligation, without notice to Mortgagor, without releasing Mortgagor from any of its obligations under this Mortgage and at Mortgagor's sole cost and expense, to advance all or any part of amounts owing or to perform any or all required or other actions; provided, however, that (A) if Mortgagee shall elect to pay any tax constituting a lien, charge or encumbrance against the Property, Mortgagee may do so in reliance upon any bill, statement or assessment procured from the appropriate office, without inquiring into the accuracy thereof or into the validity or enforceability of such tax and (B) if Mortgagee shall elect to make any other payments to protect the security of this Mortgage, Mortgagee may do so without inquiring into the validity of any apparent or threatened adverse title, claim, lien, charge, encumbrance or right of others before making an advance for the purpose of preventing or removing the same. No such advance or performance shall be deemed to have cured such default by Mortgagor or any Event of Default with respect thereto. All

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sums advanced and all expenses incurred by Mortgagee in connection with such advances or actions, and all other sums advanced or expenses incurred by Mortgagee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be reimbursed by Mortgagor to Mortgagee on demand, shall be part of the Secured Obligations, shall bear interest until paid in full at the Default Rate and shall be secured by this Mortgage. Mortgagor hereby appoints Mortgagee its true and lawful attorney-in-fact to make the payments and effect the performance contemplated by the aforesaid provisions in the name and on behalf of Mortgagor. This appointment, being coupled with an interest, shall be irrevocable until all of the Secured Obligations shall be fully satisfied, paid and performed and Mortgagee shall have no further Secured Obligations.

(ii) This Mortgage secures not only existing indebtedness, but also future or additional advances made pursuant hereto or to the Credit Agreement, whether such advances are obligatory or optional and whether such advances are readvances after payments permitted under the Credit Agreement, and, to the extent the Mortgaged Property is located in the State of Illinois, such advances as are made within twenty (20) years from the date hereof, to the same extent as if such future or additional advances were made on the date hereof. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but, to the extent the Mortgaged Property is located in the State of Illinois, the total unpaid balance so secured at one time shall not exceed \$ 260,000.00 plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property with interest on such disbursement.

(iii) To the extent that the Mortgaged Property is located in the State of Illinois, the Secured Obligations outstanding and secured hereby shall not exceed at any one time a maximum amount of \$ 260,000.00.

(1) Liens and Liabilities. (i) Discharge of Liens. Mortgagor will bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid,

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might result in, or permit the creation of, a lien on the Property except Permitted Liens.

(ii) Creation of Liens. Mortgagor will not, without the prior written consent of Mortgagee, create, place or permit to be created or placed or allow to remain, and shall discharge and release within ten (10) days of the placing thereof, any deed of trust, mortgage, trust deed, voluntary or involuntary lien, security interest or other encumbrance against or covering the Property, whether or not subordinate hereto except Permitted Liens.

(n) Assignment of Rents and Subordinate Leases. Mortgagor irrevocably grants, transfers and assigns to Mortgagee, during the continuance of this Mortgage, all of Mortgagor's right, title and interest in and to the Subordinate Leases and the Rents. Prior to the occurrence of an Event of Default, Mortgagor shall have the right to collect the Rents as they become due and payable. Upon the occurrence of an Event of Default, Mortgagor's right to collect the Rents shall cease, and Mortgagee shall have the right, without taking possession of the Property, to collect all Rents, including those past due and unpaid; provided, however, that, if the Event of Default shall have been cured prior to Mortgagee having accelerated payment of the indebtedness secured by this Mortgage, Mortgagor's right to collect the Rents shall be reinstated and Mortgagee's right to collect the Rents shall cease unless and until another Event of Default shall occur. Failure or discontinuance of Mortgagee at any time, or from time to time, to collect the Rents shall not in any manner affect the subsequent enforcement by Mortgagee of the right to collect the same. Nothing contained in this Mortgage, nor the exercise of the right by Mortgagee to collect the Rents, shall be, or be construed to be, an affirmation by Mortgagee of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien of this Mortgage to, any such tenancy, lease or option. Each and every Subordinate Lease entered into from and after the date hereof shall contain, and if not included therein shall be deemed to contain, provisions in form and substance substantially as follows:

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"The lessee covenants and agrees that, if by reason of default under any mortgage which may now or hereafter affect the land and/or the building of which the premises that is the subject of this Lease forms a part (including, without limitation, the Mortgage, Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing made between landlord hereunder, as Mortgagor, and MOBIL OIL CORPORATION, as Mortgagee, dated [as of] November 1, 1994 and any amendments, supplements or modifications thereof), the mortgagee thereunder enters into and becomes possessed of the mortgaged property of which the premises that is the subject of this Lease forms a part either through possession or foreclosure action or proceeding, or in the event of the sale of the said mortgaged property as a result of any action or proceeding to foreclose the said mortgage, the tenant will attorn to the mortgagee or such then owner and will recognize the mortgagee or such then owner as its landlord under this Lease, unless the mortgagee or such then owner shall elect to terminate this Lease and the rights of the lessee hereunder. The lessee agrees to execute and deliver, at any time and from time to time, upon the request of the mortgagee or the then owner of the mortgaged property, any instrument which may be necessary or appropriate to evidence such attornment, and lessee hereby appoints the mortgagee or the then owner of the mortgaged property the attorney-in-fact, irrevocably, which appointment is coupled with an interest, of the lessee to execute and deliver for and on behalf of the lessee any such instrument. The lessee further waives the provision of any statute or rule of law now or hereafter in effect which may give or purport to give the lessee any right of election to terminate this Lease or to surrender possession of the premises that is the subject of this Lease in the event any proceeding is brought by the mortgagee under any such mortgage to terminate the same, and agrees that unless and until such mortgagee, in connection with any such proceeding, shall elect to terminate this Lease and the rights of the lessee hereunder, this Lease shall not be affected in any way whatsoever by any such proceeding."

(n) Notice Limiting Amount. Mortgagor covenants that it will not, without the prior written consent of Mortgagee, file of record any notice limiting the maximum principal amount secured by this Mortgage.

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4. (Intentionally Omitted)

5. Default. Upon the occurrence and during the continuance of any Event of Default:

(a) Mortgagor shall be in default under this Mortgage and upon acceleration of the indebtedness evidenced by the Notes, all Secured Obligations shall immediately become due and payable without further notice to Mortgagor;

(b) Upon demand by Mortgagee, Mortgagor shall pay to Mortgagee, in addition to all other payments specifically required under the Credit Documents, in monthly installments, at the times and in the amounts required by Mortgagee from time to time, sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes affecting the Mortgaged Property and the premiums for any policies of insurance to be obtained under this Mortgage (all such payments to be held as additional security for the Secured Obligations);

(c) Mortgagee may at any time, without notice, either in person, by agent or by a court-appointed receiver, and without regard to the adequacy of any security for the Secured Obligations, enter, take possession of, manage, operate and maintain the Property; enter into such contracts and take such other action as Mortgagee deems appropriate to complete any construction on the Land, and in connection with any such action Mortgagee may modify plans and specifications as Mortgagee deems appropriate; make, cancel, enforce or modify leases; obtain and evict tenants; fix or modify rents; conduct the business of Mortgagor in its own name or in the name of Mortgagor; use any and all of Mortgagor's properties and facilities relating to the Property; deal with Mortgagor's creditors, debtors, tenants, lessees, agents, employees and other Persons (as defined in the Credit Agreement) having any relationship whatsoever with Mortgagor, and alter or amend any contracts between them, in any manner Mortgagee may determine; exercise any other remedies of an owner of the Property; take such other action as Mortgagee deems appropriate to protect the security of this Mortgage; and either with or without taking possession of the Property, in its own name sue for or otherwise collect and receive all Rents, including those past

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due and unpaid, and apply the same, less costs and expenses of operation and collection, including any advances made in connection with any construction and reasonable attorney's fees, upon any Secured Obligations in such order as Mortgagee may determine, provided that the entering upon and taking possession of the Property and the collection and application or release of the Rents shall not cure or waive any Event of Default or notice with respect thereto or invalidate any act done pursuant to such notice; notwithstanding the foregoing, Mortgagee shall also have the right and option to proceed to foreclosure through judicial proceedings;

(d) If Mortgagor is not required to surrender possession of the Property hereunder in the event of any such Event of Default, Mortgagor will pay monthly in advance to Mortgagee, on its entry into possession, or to any receiver appointed to collect Rents, the fair and reasonable rental value for the use and occupation of the Property or such part thereof as may be in the possession of Mortgagor. Upon a default in any such payment, Mortgagor will vacate and surrender such possession to Mortgagee or such receiver, and, in default thereof, may be evicted by summary or any other available proceedings or actions;

(e) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this instrument or enforce any of the covenants and agreements hereof;

(f) With respect to any Personal Property, Mortgagee shall have in any jurisdiction where enforcement of this Mortgage is sought all remedies of a secured party under the Uniform Commercial Code and in addition to the following remedies, all of which may, except to the extent otherwise provided below, be exercised with or without further notice to Mortgagor:

(i) to notify any and all obligors on the Rights that all payments and other performance are to be made and rendered directly and exclusively to Mortgagee; to extend, amend, accelerate, accept partial payments or performance on, make allowances and adjustments and issue credits with respect to, release, settle, compromise,

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compound, collect or otherwise liquidate or deal with, on terms acceptable to Mortgagee, the Rights;

(ii) to endorse, in the name of Mortgagor, all checks, drafts and other evidences of payment relating to the Personal Property, and to receive, open and dispose of all mail addressed to Mortgagor and notify the postal authorities to change the address for delivery thereof to such address as Mortgagee may designate;

(iii) to foreclose the liens created under this Mortgage by available judicial procedure or without judicial process; and

(iv) to require Mortgagor, on demand by Mortgagee, to assemble all Personal Property and make it available to Mortgagee at places that Mortgagee may select that are reasonably convenient for both parties, whether at the premises of Mortgagor or elsewhere;

(g) Mortgagee may proceed to protect, exercise and enforce all other rights and remedies provided under the Credit Documents or by law or equity.

6. Costs and Expenses. Mortgagor shall pay, immediately and without demand: (a) all costs, fees and expenses of this Mortgage; (b) all costs, expenses, liabilities and losses suffered or incurred by Mortgagee in taking any action under this Mortgage; (c) all costs and expenses incurred by Mortgagee in connection with any action or proceeding purporting to affect title to the Mortgaged Property, the security of this Mortgage or the rights or powers of Mortgagee; and (d) all costs and expenses incurred by Mortgagee in connection with the enforcement or foreclosure of this Mortgage or the collection of the Secured Obligations; in each case including cost of evidence of title and attorneys' fees (whether or not suit is filed).

7. Late Payments. By accepting payment of any part of the Secured Obligations after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other Secured Obligations or to declare a default for failure to so pay such other Secured Obligations.

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8. Action by Mortgagee. (a) At any time or from time to time, and without liability therefor, and without affecting the personal liability of any Person for payment of the Secured Obligations, and without affecting the security of this Mortgage for the full amount of the Secured Obligations on all property remaining subject to this Mortgage, and without the necessity that any sum representing the value of any portion of the value of the property affected by the Mortgagee's action be credited on the Secured Obligations, Mortgagee may, regardless of consideration: (i) reconvey all or any part of the Mortgaged Property; (ii) consent to the making and recording, or either, of any map or plat of the Land; (iii) join in granting any easement affecting the Land; or (iv) join in or consent to any extension agreement or any agreement subordinating the lien of this Mortgage. Mortgagee is not obligated to notify Mortgagor of any pending sale under any other mortgage or of any action or proceeding in which Mortgagor or Mortgagee is a party unless brought by Mortgagee.

(b) If all of the Secured Obligations shall be fully satisfied, paid and performed, then and in that event only all rights and obligations hereunder shall terminate and the Mortgaged Property shall become wholly released and cleared of the liens, security titles, security interests, conveyances and assignments evidenced hereby.

9. Other Security. This Mortgage is independent of any other security for the Secured Obligations, and upon the occurrence of an Event of Default, Mortgagee may proceed in the enforcement of this Mortgage independently of any other right or remedy that Mortgagee may at any time hold with respect to the Mortgaged Property or the Secured Obligations or any other security.

10. Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds all parties to this Mortgage and their successors and assigns.

11. Acceptance. Notice of acceptance of this Mortgage by Mortgagor is waived by Mortgagor.

12. Marshalling. Mortgagor, for itself and for any other Person claiming by or through Mortgagor, waives all rights to require a marshalling of assets by Mortgagee or to require Mortgagee to first resort to the sale of any particular portion of

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the Mortgaged Property (whether such portion shall have been retained or conveyed by Mortgagor) before resorting to any other portion.

13. Waiver of Rights and Defenses. To the full extent Mortgagor may do so, Mortgagor agrees with Mortgagee as follows:

(a) Mortgagor will not, at any time, insist on, plead, claim or take the benefit or advantage of any statute or rule of law now or hereafter in force providing for any appraisement, valuation, stay, extension, moratorium, redemption or reinstatement, or of any statute of limitations, and Mortgagor, for itself and its heirs, devisees, representatives, successors and assigns, and for any and all Persons ever claiming an interest in the Property (other than Mortgagee), hereby, to the extent permitted by applicable law, waives and releases all rights of redemption, reinstatement, valuation, appraisement, and notice of intention to mature or declare due the whole of the Secured Obligations, including, to the extent the Mortgaged Property is located in the State of Illinois, the foregoing waiver is made pursuant to Section 12-124 of the Illinois Code of Civil Procedure.

(b) Mortgagor shall not have or assert any right under any statute or rule of law pertaining to any of the matters set forth in subparagraph (a) of this Paragraph, to the administration of estates of decedents or to any other matters whatsoever to defeat, reduce or affect any of the rights or remedies of Mortgagee hereunder, including the rights of Mortgagee hereunder to a sale of the Property for the collection of the Secured Obligations without any prior or different resort for collection, or to the payment of the Secured Obligations out of the proceeds of sale of the Property in preference to any other Person.

(c) If any statute or rule of law referred to in this Paragraph 13 and now in force, of which Mortgagor or any of its representatives, successors or assigns and such other Persons claiming any interest in the Property might take advantage despite this Paragraph 13, shall hereafter be repealed or cease to be in force, such statute or rule of law shall not thereafter be deemed to preclude the application of this Paragraph 13.

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(d) Mortgagor shall not be relieved of its obligation to pay the Secured Obligations at the time and in the manner provided in the Credit Documents, nor shall the lien or priority of this Mortgage or any other Credit Document be impaired by any of the following actions, non-actions or indulgences by Mortgagee, each of which actions, non-actions or indulgences Mortgagee may, in its discretion, take or refrain from taking:

(i) any failure or refusal by Mortgagee to comply with any request by Mortgagor (A) to consent to any action by Mortgagor or (B) to take any action to foreclose this Mortgage or otherwise enforce any of the provisions of the Credit Documents;

(ii) any release, regardless of consideration, of the whole or any part of the Property or any other security for the Secured Obligations, or any Person liable for payment of the Secured Obligations;

(iii) any waiver by Mortgagee of compliance by Mortgagor with any provision of the Credit Documents, or consent by Mortgagee to the performance by Mortgagor of any action which would otherwise be prohibited thereunder, or to the failure by Mortgagor to take any action which would otherwise be required thereunder; and

(iv) any agreement or stipulation between Mortgagee and Mortgagor, or, with or without Mortgagor's consent, between Mortgagee and any subsequent owner or owners of the Property or any other security for the Secured Obligations, renewing, extending or modifying the time of payment or the terms of the Credit Documents (including a modification of any interest rate), and in any such event Mortgagor shall continue to be obligated to pay the Secured Obligations at the time and in the manner provided in the Credit Documents, as so renewed, extended or modified, unless expressly released and discharged by Mortgagee.

(e) Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or

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to the Property, Mortgagee may release any Person at any time liable for the payment of the Secured Obligations or any portion thereof or any part of the security held for the Secured Obligations and may extend the time of payment or otherwise modify the terms of the Credit Documents, including a modification of the interest rates payable on the principal balance of the Notes without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Secured Obligations over any such subordinate lien, encumbrance, right, title or interest. Mortgagee may resort for the payment of the Secured Obligations to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take or cause to be taken action to recover the Secured Obligations, or any portion thereof, or to enforce any provision of the Credit Documents without prejudice to the right of Mortgagee thereafter to foreclose or cause to be foreclosed this Mortgage. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law or equity. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

14. Transfer of Estate by Mortgagor. In order to induce Mortgagee to make the loan secured hereby, Mortgagor agrees that in the event of any transfer of the Mortgaged Property without the prior written consent of Mortgagee (other than transfers so permitted by the Credit Documents or herein), Mortgagee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Mortgagee may grant or deny such consent in its sole discretion and, if consent should be given, any such transfer shall be subject to this Mortgage, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Mortgagor or any maker or guarantor of the Notes from any liability

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thereunder without the prior written consent of Mortgagee. As used herein, "transfer" includes, but is not limited to, the sale, agreement to sell, transfer or conveyance of the Mortgaged Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract or similar instrument affecting all or a portion of the Mortgaged Property or the lease of all or substantially all of the Mortgaged Property except for transfers described in subparagraph 3(e) or 3(f) hereof.

15. Remedies. No right or remedy conferred in this Mortgage is exclusive of, or shall prejudice, any other right or remedy of Mortgagee given by law. Each such right and remedy may be exercised from time to time as often as deemed necessary by Mortgagee.

16. Governing Law. This Mortgage shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Property is located without regard to principles of conflicts of laws.

17. Notices. All notices provided for hereunder shall be given in accordance with Section 9.02 of the Credit Agreement to the parties hereto of the addresses set forth above.

18. Sole Discretion of Mortgagee. Whenever Mortgagee's judgment, consent or approval is required hereunder for any matter, or Mortgagee shall have an option or election hereunder, such judgment, the decision as to whether or not to consent to or approve the same or the exercise of such option or election shall be in the sole discretion of Mortgagee.

19. Compliance with Applicable Laws. The Property and the operation, use and occupancy thereof do not and will not violate in any material respect any present or future federal, state, municipal or local laws, ordinances, rules, regulations, requirements, judgments, decrees, determinations, awards or court orders, including all environmental laws and zoning ordinances (collectively, "Applicable Laws"), and Mortgagor shall cause the Property and the operation, use and occupancy thereof to continue to be in material compliance with all Applicable Laws. The Property is not dependent upon any premises or any interest therein other than the Property to fulfill any requirement of any

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Applicable Law. Mortgagor shall not, by act or omission, permit any building or other improvement not subject to the lien of this Mortgage to rely on the Property or any interest therein to fulfill any requirement of any Applicable Law. Mortgagor has and will maintain all necessary certificates, licenses, authorizations, registrations, permits and/or approvals necessary for the operation, use and occupancy of the Property in a first class manner, and the conduct of Mortgagor's business at the Property and, promptly upon request by Mortgagee, Mortgagor shall deliver to Mortgagee copies of all of the same.

20. Fixture Filing. A portion of the Mortgaged Property is or is to become fixtures upon the Property. To the extent permitted by applicable law, Mortgagor covenants and agrees that the filing of this Mortgage in the real estate records of the county in which the Mortgaged Property is located shall also operate from the time of filing as a fixture filing with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For such purpose, the following information is set forth:

(a) Name and Address of Mortgagor:

SHAH ENTERPRISES, INC.
810 N. Roselle Road
Hoffman Estates, IL 60194

(b) Name and Address of Mortgagee:

MOBIL OIL CORPORATION
C/O Citicorp North America, Inc.
Irvine, Ca. 92715

(c) This document covers Goods which are or are to become fixtures.

(d) [Unless otherwise indicated on Exhibit A-2 attached hereto,] the name of the record owner is SHAH ENTERPRISES, INC.

21. [Intentionally Omitted]

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22. (a) Provisions As to Covenants and Agreements. All of Mortgagor's covenants and agreements hereunder shall run with the land and time is of the essence with respect thereto.

(b) Matters to Be in Writing. This Mortgage cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought.

(c) Submission to Jurisdiction. Without limiting the right of Mortgagee to bring any action or proceeding against the undersigned or its property arising out of or relating to the Secured Obligations (an "Action") in the courts of other jurisdictions, Mortgagor hereby irrevocably submits to the jurisdiction of the state court or Federal court in each jurisdiction in which the Mortgaged Property is located, and Mortgagor hereby irrevocably agrees that any Action may be heard and determined in such state or Federal court. Mortgagor hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in the respective jurisdiction. To the extent permitted by applicable law, Mortgagor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the Credit Agreement or by hand delivery to a Person of suitable age and discretion at any such address. Such service will be complete on the date such process is so mailed or delivered.

(d) Conflicts. In the event of a conflict between the provisions hereof and the provisions of any other Credit Document as they relate to the Mortgaged Property, the provisions of this Mortgage shall control.

(e) Separability. If all or any portion of any provision of this Mortgage or any other Credit Document shall be held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

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23. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto, unless the context otherwise requires:

(a) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

(b) The term "Property" shall be construed as if followed by the phrase "or any part thereof".

(c) The term "Secured Obligations" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof".

(d) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(e) The term "provisions" when used with respect hereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, conditions and/or".

(f) All Paragraph and Exhibit captions herein are used for convenience and reference only and in no way define, limit or describe the scope or intent of, or in any way affect, this Mortgage.

(g) No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion hereof.

(h) All obligations of Mortgagor hereunder shall be performed and satisfied by or on behalf of Mortgagor at Mortgagor's sole cost and expense.

(i) The term "lease" shall mean "tenancy, subtenancy, lease or sublease", the term "lessor" shall mean "landlord,

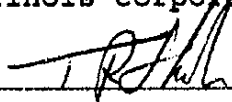
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sublandlord, lessor and sublessor" and the term "lessee" shall mean "tenant, subtenant, lessee and sublessee".

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal as of the day and year first above written.

SHAH ENTERPRISES, INC.,
an Illinois corporation

By: _____


TEJPAL R. SHAH,
President

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EXHIBIT A-1

The Fee Property

LEGAL DESCRIPTION:

Lot 5 in Schwab-Kvavli Addition to Hoffman Estates, being a Subdivision in part of the Northwest 1/4 of Section 15, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois; excepting therefrom that part of said Lot 5 described below conveyed by Deed dated April 6, 1981, recorded July 13, 1981 as Document Number 25934589 conveyed to the County of Cook Department of Highways as follows:

Beginning at the Southeast corner of said Lot 5, thence Southwesterly along the Southerly line of said Lot 5 a distance of 10.00 feet to a point, thence Northeasterly 15.76 feet to a point which is 10.00 feet Northerly of the Southeast corner of said Lot 5, measured along the Easterly line of said Lot 5, thence Southerly 10.00 feet along said Easterly line of said Lot 5 to the point of beginning, in Cook County, Illinois.

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EXHIBIT A-2

The Leases

NOT APPLICABLE

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