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Cook County Recorder of Deeds
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**MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS,
FINANCING
STATEMENT AND SECURITY
AGREEMENT**

**THIS MORTGAGE,
ASSIGNMENT OF LEASES AND
RENTS, FINANCING
STATEMENT AND SECURITY
AGREEMENT**

("Mortgage") is made as of this 6th day of January, 2004, (the "Closing Date") by NORTH STAR TRUST COMPANY, as successor to Pioneer Bank & Trust Company, as Trustee under Trust Agreement dated March 23, 1989 and known as Trust No. 25122 ("Mortgagor"), in favor of BANCO POPULAR NORTH AMERICA, and its successors and assigns (the "Mortgagee"), whose address is 4801 West Fullerton Avenue, Chicago, Illinois 60639.

WITNESSETH:

A. Pursuant to the Mortgage Note (as defined herein), Mortgagee has, among other things, extended a mortgage loan to Chromium Industries Incorporated in the amount of Nine Hundred Ninety-Nine Thousand Three Hundred Forty and 18/100 Dollars (\$999,340.18) (the "Mortgage Note"); and

B. As security for the Mortgage loan, Mortgagee previously executed a Mortgage (Participation) (the "Prior Mortgage") dated March 23, 1989 in favor of Mortgagor, recorded as document numbered 3788952T and 89178311; and

C. The Prior Mortgage was released inadvertently in connection with a partial release executed by Mortgagor; and

This Mortgage Was Prepared By
And After Recording Mail To:

John F. Mahoney, Esq.
Chuhak & Tecson, P.C.
30 South Wacker Drive
Illinois 60606

Legal Description: See Exhibit A attached hereto

Common address: 4626-28 W. Superior Chicago,
Chicago, Illinois 60644

PIN: 16-10-101-001, -002, -003, -
004, -005, -014, -015, -018, -
019, -020, -021, -022

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D. The Mortgagor and Mortgagee desire to correct the mutual mistake and reinstate the Prior Mortgage and vest all rights and preferences previously enjoyed by Mortgagee in the Prior Mortgage to the greatest extent possible by the execution and recording of this Mortgage; and

E. Mortgagee has conditioned the extension of the Maturity Date under the Mortgage Note on Mortgagee's execution of this Mortgage.

F. This Mortgage constitutes a renewal and restatement of, and a replacement and substitute for, and in part evidences and secures indebtedness previously evidenced and secured by the Prior Mortgage. Nothing contained in this Mortgage shall be deemed to constitute a payment, settlement or novation of the Prior Mortgage, or to release or otherwise adversely affect any lien or security interest securing such indebtedness or any rights of Lender against any guarantor or surety for such indebtedness.

ARTICLE 1.

TERMS OF THE INDEBTEDNESS

1.1. Certain Terms of Indebtedness: The following is a summary of certain terms of the Indebtedness (as hereinafter defined) secured by this Mortgage:

(a) Interest Rate and Payments: Interest shall accrue and the Indebtedness evidenced by the Mortgage Note shall be repaid as provided in the Mortgage Note.

(b) Maturity: All of the unpaid principal balance outstanding under the Mortgage Note and all unpaid interest thereon shall become due and payable, unless extended or if not sooner paid or if not sooner due by acceleration, or otherwise, on June 2, 2004 (hereinafter referred to as the "Maturity Date").

1.2. Definition of the Indebtedness: The term "Indebtedness" shall mean the principal amount and interest payable thereon, and all the fees, amounts, payments, liabilities and monetary liabilities and obligations due or required to be paid by the Mortgagor under the Mortgage Note, this Mortgage, the Assignment of Leases and Rents, the Environmental Indemnity Agreement, and any other notes, documents, instruments and agreements executed in connection therewith and all amendments, modifications, restatements, replacements, consolidations, substitutions, renewals, extensions, and increases to any of the foregoing, whether heretofore or hereafter existing, and whether primary or secondary, direct or indirect, absolute or contingent; provided, however, the maximum amount of Indebtedness secured by this Mortgage shall not exceed Five Million Dollars (\$5,000,000.00)

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ARTICLE 2.

DEFINITIONS

2.1. Definitions: Capitalized terms used herein that are not expressly defined in this Article shall have the meaning defined elsewhere in this Mortgage or in the Loan Agreement, as applicable. The following terms shall have the following meanings:

(a) Act: The Illinois Mortgage Foreclosure Law, 735 ILCS 515-1101 et seq., as such law may be amended from time to time.

(b) Awards: Either or both of: (i) the Mortgagor's right, title and interest in all awards and payments now or hereafter made by any municipal, state or federal agency or authority to Mortgagor, including any awards or payments for any taking of the Mortgaged Property as a result of the exercise of the right of condemnation or eminent domain and, (ii) any and all proceeds and payments now or hereafter made by any insurance company as a result of any casualty or other event in connection with the Mortgaged Property.

(c) Buildings: Any and all structures and on-site improvements, and any and all additions, alterations, betterments and appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Real Estate (as hereinafter defined).

(d) Contracts: The Mortgagor's right, title and interest in any and all contracts, documents or agreements pertaining to the ownership, use, occupancy, development, design, construction, financing, operation, management, alteration, repair, marketing, sale, lease or enjoyment of the Mortgaged Property, and all rights, privileges, authority and benefits thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder).

(e) Default Rate: As set forth in the Note.

(f) Event of Default: The occurrences defined in Article 8 of this Mortgage.

(g) Fixtures: All fixtures, as defined in and subject to the Uniform Commercial Code, located on the Real Estate including, without limitation, all systems, fittings, structures, equipment, apparatus, fixtures and other improvements and items now or hereafter temporarily or permanently attached to, installed in or used in connection with any of the Buildings or the Real Estate including, but not limited to, any and all partitions, hardware, motors, engines, boilers, furnaces, pipes, plumbing, conduit, sprinkler systems, fire extinguishing equipment, elevator equipment, telephone and other communications equipment, security equipment, master antennas and cable television equipment, water tanks, heating, ventilating, air conditioning and refrigeration equipment, laundry facilities, and incinerating, gas and electric machinery and equipment, except that Fixtures shall not

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include any trade fixtures of tenants, which fixtures belong to such tenants and are removable at the expiration of the lease.

(h) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or other authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

(i) Impositions: All (i) general and special real estate and personal property taxes and other land taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect to the Mortgaged Property, (ii) charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Loan Documents may be assessed, levied or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, (iii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor in connection with the Mortgaged Property, and (iv) annual premiums for insurance policies required to be maintained under this Mortgage or the Loan Agreement.

(j) Leases: The Mortgagor's right, title and interest in any and all leases, subleases, licenses, concessions or grants of other possessory interests (written or oral) now or hereafter in force, covering or affecting the Mortgaged Property, or any part thereof or interest therein, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder).

(k) Legal Requirements: The terms, covenants, conditions and restrictions now or hereafter existing to which Mortgagor may be bound or to which the Mortgaged Property is subject under (i) any and all present and future statutes, laws, rulings, opinions, rules, regulations, codes, permits, certificates, approvals, ordinances, judicial decisions or orders of any Governmental Authority in any way applicable to Mortgagor or the Mortgaged Property, and the ownership, use, occupancy, possession, development, design, construction, financing, operation, maintenance, alteration, repair, marketing, sale, lease or enjoyment thereof, including without limitation, any related to zoning, building, utility service, sewer service, fire safety, land and water use, environmental protection, occupational health and safety or flood hazard; (ii) any and all Leases; (iii) any and all Contracts; (iv) any lease, sublease, option, articles of agreement for deed, installment contract or other contract or agreement pursuant to which Mortgagor is granted any possessory, legal, equitable, beneficial or other interest in the Mortgaged Property; and (v) any and all other easements, covenants, conditions, restrictions, leases or other contracts and agreements (written or oral) of any nature to which Mortgagor may be bound or to which the Mortgaged Property may be subject.

(l) Loan Documents: This Mortgage, the Mortgage Note, the Environmental Indemnity Agreement, the Assignment of Leases and Rents, and the Guaranty, whether now or hereafter existing, and any and all other notes, documents, instruments and agreements now or hereafter evidencing or securing the payment of the

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Indebtedness or the observance or performance of the Obligations, and any and all amendments, modifications, restatements, replacements, substitutions, renewals, extensions and increases thereto whether heretofore or hereafter entered into in connection with the Indebtedness.

(m) Mortgage Note: That certain Mortgage Note, dated as even date herewith by Chromium Industries Incorporated in favor of Bank.

(n) Mortgaged Property: The Real Estate, Buildings, Fixtures, Leases, Contracts, Rents, Awards and Personalty, whether now owned or hereafter acquired, together with:

(i) any and all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Real Estate belonging or in anyway appertaining thereto, and all right, title and interest of Mortgagor in and to any streets, ways, strips or gores of land adjoining the Real Estate or any part thereof; and

(ii) any and all betterments, additions, appurtenances, substitutions, replacements and after acquired title or interests thereof owned by Mortgagor and all reversions and remainders of such betterments, additions, appurtenances, substitutions, replacements, and after acquired title or interest; and

(iii) any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations; and

(iv) any and all proceeds of all of the foregoing.

(o) Mortgagee: The above named Mortgagee and any and all successors or assigns.

(p) Mortgagee's Address: 4801 West Fullerton Avenue, Chicago, Illinois 60639.

(q) Mortgagor: The above named Mortgagor and any and all successors, transferees, assignees and subsequent owners of the Mortgaged Property.

(r) Mortgagor's Address: 4626-28 West Superior Street, Chicago, Illinois 60644.

(s) Obligations: Any and all of the covenants, conditions, warranties, representations and other obligations (other than the obligation to repay the Indebtedness) of the Mortgagor to Mortgagee, under or as set forth in the Loan Agreement, this Mortgage or the other Loan Documents, whether heretofore or hereafter existing, and whether primary or secondary, direct or indirect, absolute or contingent, and including the enforcement by Mortgagee of its rights and remedies under any or all of the foregoing

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(including all costs, expenses and attorneys' and paralegals' fees and expenses incurred by the Mortgagee).

(t) Permitted Exceptions: The encumbrances and title exceptions specifically described in Exhibit B attached hereto and made a part hereof.

(u) Personalty: All right, title and interest of Mortgagor in and to all furniture, furnishings, equipment, machinery, of any kind or character as defined in the provisions of the Uniform Commercial Code now or hereafter located upon, within or about the Real Estate and the Buildings, or used or useful in connection therewith, together with all existing or future accessories, replacements and substitutions thereto or therefor and the proceeds therefrom including, but not limited to: (i) all furniture, furnishings and equipment; (ii) all building materials and equipment intended to be incorporated in the improvements now or hereafter to be constructed on the Real Estate, whether or not yet incorporated in such improvements; (iii) all machinery, apparatus, systems, equipment or articles used in supplying heating, gas, electricity, ventilation, air conditioning, water, light, power, refrigeration, fire protection, elevator service, telephone and other communication service, waste removal and all fire sprinklers, smoke detectors, alarm systems, security systems, electronic monitoring equipment and devices; (iv) all maintenance equipment; (v) all office furniture, equipment and supplies; (vi) all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of interior and exterior portions of the Real Estate or the Buildings; and (vii) all other maintenance supplies and inventories; provided, that the enumeration of any specific articles of personalty set forth above shall in no way exclude or be held to exclude any items of property not specifically enumerated, and that any of the foregoing items that do not constitute personal property but constitute fixtures under applicable law shall be included in the definition of the term "Fixtures" as used herein. Notwithstanding the foregoing, Personal Property shall not include any personalty which is owned by tenants.

(v) Real Estate: The Real Estate owned in fee simple by Mortgagor consisting of 4626-28 West Superior Street, Chicago, Illinois 60644, Cook County, Illinois, and legally described on Exhibit A attached hereto and made a part hereof.

(w) Rents: All of the rents, revenues, income, profits, deposits and other benefits payable under the Leases and/or otherwise arising from or out of the Mortgaged Property or out of the ownership, use or enjoyment of all or any portion of the Mortgaged Property or part thereof or interest therein.

(x) Transfer: Any of the following occurrences, regardless of the form thereof:

(i) any direct or indirect transfer, sale, conveyance, lease (other than Permitted Leases), assignment, pledge, encumbrance or other disposition by operation of law or otherwise (except by reason of condemnation or eminent domain), of all or any portion of the Real Estate or any portion thereof or interest therein, including without limitation any interest in rents or proceeds from the Real Estate; or

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(ii) (any agreement, contract or commitment to do any of the matters described in clause (i) above including, without limitation, any option, right of first refusal or right of first offer.

ARTICLE 3.

GRANT

3.1. Grant. To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor by these presents hereby GRANTS, ASSIGNS, MORTGAGES and Warrants unto Mortgagee the Mortgaged Property subject to the Permitted Exceptions, free and clear 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). Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend fee simple absolute title to the Mortgaged Property unto Mortgagee, and the quiet and peaceful enjoyment and possession thereof, against every person whomsoever claiming the same or any part thereof or interest therein, except for the Permitted Exceptions and the Permitted Leases.

3.2. Condition of Grant: The condition of these presents is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations in accordance with this Mortgage and the other Loan Documents, then this Mortgage and the other Loan Documents and the estates and rights granted by them shall be released and terminated by Mortgagee.

ARTICLE 4.

ASSIGNMENT OF LEASES AND RENTS

4.1. Assignment of Leases and Rents: To further secure the full and timely payment of Indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor hereby sells, assigns and transfers unto Mortgagee all of the Leases, together with the Rents now due and which may hereafter become due under or by virtue of any of the Leases, and all rights and remedies conferred by applicable State law, as such may be amended from time to time, it being the intention hereby to establish an absolute and present transfer and assignment of all such Leases and Rents, and all avails thereunder, to Mortgagee; provided, however, the acceptance by Mortgagee of the foregoing assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking possession of the Mortgaged Property by Mortgagee, be deemed or construed to constitute Mortgagee a "Mortgagee in Possession," nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any actions thereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under the thereunder. So long as no Event of Default shall exist, Mortgagee shall not demand from any tenants under the Leases any Rents or monies hereby assigned arising from or out of said Leases or from or out of the Mortgaged Property or any part thereof, but shall permit the Mortgagor to collect, but not more than thirty (30) days in advance, all such Rents and enjoy the same; provided that notwithstanding the foregoing, all tenants under the Leases shall

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comply with any demand for Rents or monies made by Mortgagee without inquiring or investigating as to whether such demand is made in compliance herewith. A demand by Mortgagee to any tenant or purchaser for payment of monies by reason of any Event of Default shall be sufficient direction to said tenant to make future payments of monies to Mortgagee without the necessity for further consent by, or notice to, Mortgagor.

ARTICLE 5.

SECURITY AGREEMENT: FINANCING STATEMENT

5.1. Security Interest.

(a) This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code of Illinois (the "UCC"), and any other applicable law. To the extent any of the Mortgaged Property consists of personal property under the UCC, whether tangible or intangible in nature, Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Indebtedness and Obligations, a security interest in the Mortgaged Property. Said portion of the Mortgaged Property so subject to the UCC shall be referred to in this section as "Collateral."

(b) If any Event of Default shall occur, Mortgagee, in addition to any other rights and remedies which it might have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC including, without limiting the generality of the foregoing, the right to take possession of the Collateral of any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral.

(c) If any Event of Default then exists, without notice, demand or legal process of any kind, Mortgagee may take possession of any or all of the Collateral, wherever it might be found and for that purpose, Mortgagee shall have the right, without breaching the peace, to enter upon the premises of Mortgagor where the Collateral is located (or is believed to be located) without any obligation to pay rent to Mortgagor, or any other place or places under the control of Mortgagor where the Collateral is believed to be located and kept, and remove the Collateral therefrom to the premises of Mortgagee or any agent of Mortgagee, for such time as Mortgagee may desire, in order to effectively collect or liquidate the Collateral, and/or Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee at a place or places to be designated by Mortgagee. If an Event of Default then exists, Mortgagee shall have the right to obtain access to Mortgagor's data processing equipment, computer hardware and software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner Mortgagee deems appropriate which is related to the preservation or disposition of the Collateral or to the collection of the Indebtedness or Obligations.

(d) Any notice required to be given by Mortgagee of a sale, lease or other disposition or other intended action by Mortgagee with respect to any of the Collateral which is deposited in the United States mails, postage prepaid and duly addressed to

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Mortgagor at the address specified in Article 2, at least ten (10) business days prior to such proposed action, shall constitute fair and reasonable notice to Mortgagee of any such action. The net proceeds realized by Mortgagee upon any such sale or other disposition, after deduction for the reasonable expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee in connection therewith, shall be applied as provided herein toward satisfaction of the Indebtedness and the Obligations. Mortgagee shall account to Mortgagor for any surplus realized upon any such sale or other disposition, and Mortgagor shall remain liable for any deficiency. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for any deficiency shall not affect Mortgagee's Lien on the Collateral until the Indebtedness and Obligations are fully paid. Mortgagor agrees that Mortgagee has no obligation to preserve rights to the Collateral against any other parties. To the extent Mortgagor has the power, without violating the terms of any agreement existing as of the Closing Date, to grant such a license, Mortgagee is hereby granted a license or other right to use, without charge, any of Mortgagor's labels, patents, production certificates, type certificates, supplemental certificates, copyrights, rights of use of any name, trade secrets, trade names, trade styles, trademarks, service marks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral.

(e) In addition to all such rights and remedies, the sale, lease or other disposition of the Collateral, or any part thereof, by Mortgagee after an Event of Default may be for cash, credit or any combination thereof, and Mortgagee may purchase all or any part of the Collateral at public or, if permitted by Law, private sale, and in lieu of actual payment of such purchase price, may set-off the amount of such purchase price against the Indebtedness and Obligations then owing. Any sale of the Collateral may be adjourned from time to time with or without notice. Mortgagee may, in its sole discretion, cause any Collateral to remain on Mortgagor's premises, at Mortgagor's expense, pending sale or other disposition of such Collateral. Mortgagee shall have the right to conduct such sales on a Mortgagor's premises, at Mortgagor's expense, or elsewhere on such occasion or occasions as Mortgagee may see fit.

(f) Mortgagor shall pay to Mortgagee on demand any and all reasonable expenses, including legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral.

5.2. Characterization as Personality. The grant of a security interest to Mortgagee in the granting clause of this Mortgage shall not be construed to derogate from or impair the lien or provisions of or the rights of Mortgagee hereunder with respect to any property described herein which is real property or which the parties have agreed to treat as real property. The stated intention of Mortgagor and Mortgagee is that everything used in connection with the production of income from the Real Estate or adapted for use thereon is, and at all times and for all purposes and in all proceedings, both legal and equitable, at Mortgagee's election, regarded as real property, irrespective of whether or not the same is physically attached to the land and/or Improvements.

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5.3. Financing Statement. This Mortgage is intended to be a financing statement under the Uniform Commercial Code with respect to all personal property of the Mortgagor pledged herein and all fixtures. The addresses of Mortgagor and Mortgagee are as defined in Section 2.1 of this Mortgage. This Mortgage is to be filed for record in the real estate records of the county where the Real Estate is located. Mortgagor is the record owner of the Real Estate.

5.4. Further Assurances and Deliveries. If requested by Mortgagee, Mortgagor shall execute and deliver to Mortgagee, in form reasonably satisfactory to Mortgagee, additional security agreements, financing statements and/or other instruments covering all personal property or fixtures of Mortgagor pledged hereunder, whether now existing or hereafter acquired, placed on, or annexed or made appurtenant to the Real Estate, including delivery of any and all instruments (together with endorsements in blank) delivered to Mortgagee, which instruments constitute or constituted proceeds of any personal property pledged herein.

ARTICLE 6.

REPRESENTATIONS AND WARRANTIES

Mortgagor hereby represents and warrants to Mortgagee as of the date hereof and as of all dates hereafter that:

6.1. Organization, Authority. Mortgagor: (a) is a duly organized and validly existing limited partnership, organized under the laws of Illinois; and (b) is qualified to do business in every jurisdiction in which the nature of its business or properties make such qualification necessary and the failure to so qualify would have a material adverse affect on the business or financial affairs of Mortgagor.

6.2. Permits and Approval. All permits, certificates, approvals and licenses required for or in connection with the ownership, use, occupancy or enjoyment of the Mortgaged Property have been duly and validly issued and are and shall at all times hereafter be in full force and effect, or, prior to commencement of any construction for which such permits, certificates, approvals or licenses are required, will be in full force and effect.

6.3. Access. All streets and highways necessary for access to and full use, occupancy and operation of the Mortgaged Property have been completed and are open and available to the Mortgaged Property without further condition or cost to Mortgagor.

6.4. No Violation of Legal Requirements. Except as previously disclosed to Mortgagee in writing, neither the contemplated use, occupancy or operation of the Mortgaged Property violates or will then violate any Legal Requirements to which the Mortgagor may be bound or to which the Mortgaged Property may be subject. Mortgagor shall promptly notify Mortgagee, in writing, of its receipt of any notice of a violation of any Legal Requirements. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of Mortgagor's failure to perform the obligations of this section.

6.5. Illinois Responsible Property Transfer Act. With respect to the Illinois

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Responsible Property Transfer Act, 765 ILCS 90/1 et al. ("IRPTA"): (1) no disclosure document is required by IRPTA; (2) there are no underground storage tanks located on the Mortgaged Property; and (3) the Mortgaged Property 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.

6.6. Incorporation of Representations and Warranties. Mortgagor hereby makes each and every representation and warranty contained in the Assignment of Rents and Leases and the Environmental Indemnity Agreement, which are incorporated herein by this reference as if set forth herein in full.

ARTICLE 7.

COVENANTS

Until the entire Indebtedness shall have been paid and the Obligations performed in full, Mortgagor hereby unconditionally covenants and agrees as follows:

7.1. Payment and Performance. Mortgagor shall pay the Indebtedness or cause the Indebtedness to be paid, as and when all or any payment thereunder is due and shall perform or cause to be performed all of the Obligations in full on or before the dates the Obligations or any part thereof are required to be performed, and shall commit or suffer no act or event which (upon notice or the passage of time, or both) would constitute an Event of Default under the Loan Documents.

7.2. Compliance with Laws. Mortgagor will promptly and faithfully comply in all material respects with all present and future laws, ordinances, rules, regulations and requirements, and all other Legal Requirements, including, without limitation, applicable zoning, building, land use, occupational health and safety, hazardous waste and substances, and environmental requirements, of every Governmental Authority and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use, occupancy, possession, operation, maintenance, alteration or repair of the Mortgaged Property, or any part thereof or interest therein. Mortgagor shall immediately notify Mortgagee, orally and in writing, of its receipt of any notice of a violation in any material respect of any Legal Requirements. Mortgagor shall pay to Mortgagee, upon demand, all losses, costs, damages, claims and expenses incurred by Mortgagee on account of Mortgagor's failure to perform the obligations of this section.

7.3. Payment of Impositions.

(a) Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Impositions or installments thereof to be paid not later than the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof. Mortgagor shall, upon Mortgagee's request, furnish proof to Mortgagee within fifteen (15) days after such request that such Impositions have been paid.

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(b) Mortgagee may at its option, should Mortgagor fail to pay any Impositions levied or assessed on or against the Real Estate before they become delinquent, pay the full amount of any such tax bill, including any applicable interest or penalties, and all such monies so advanced shall be additional Indebtedness of Mortgagor to Mortgagee secured by the lien of this Mortgage and shall bear interest at the Default Rate and be payable on demand.

7.4. Maintenance and Repair. Mortgagor shall (i) constantly maintain the Mortgaged Property in good condition and make all repairs and replacements thereof and additions and improvements thereto as are necessary or appropriate under sound management practices; and (ii) prevent any act or thing which might impair or diminish the value or usefulness of the Mortgaged Property, or the Improvements with respect thereto.

7.5. Insurance. Mortgagor shall procure for, deliver to and maintain for the benefit of Mortgagee during the term of this Mortgage, all such insurance as required by Mortgagee including, but not limited to, casualty insurance against loss or damage by fire, lightning and other hazards and casualties as are now included in so-called "extended coverage" policies in amounts not less than the full insurable replacement value of all Buildings and other Fixtures and equipment from time to time on the Mortgaged Property, and comprehensive public liability insurance in an amount satisfactory to Mortgagee. All insurance policies shall be in form, companies and amounts satisfactory to Mortgagee. All insurance policies shall (i) include, when available, non-contributing Mortgagee endorsements in favor of and with loss payable to Mortgagee, (ii) name Mortgagee as additional insured with respect to liability insurance, (iii) include standard waiver of subrogation endorsements, (iv) provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Mortgagee and (v) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Mortgagor will deliver all insurance policies premium prepaid, to Mortgagee and, will deliver renewal or replacement policies at least thirty (30) days prior to the date of expiration of any policy. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor concurrent in form or contributing in the event of loss with the insurance policies. If Mortgagor fails to provide such insurance, or if any policy is canceled, reduced, or not renewed, Mortgagee may, but shall not be obligated, to obtain such insurance, and the cost thereof shall be additional Indebtedness of Mortgagor to Mortgagee secured hereby bearing interest at the Default Rate. Mortgagor will promptly upon demand pay directly to or reimburse Mortgagee for all premiums and other costs incurred in procuring such insurance. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of Mortgagor in and to such policies then in force concerning the Mortgaged Property, and all proceeds payable thereunder, shall thereupon vest in the purchaser at such foreclosure or in Mortgagee in the event of such transfer. If Mortgagor does not provide Mortgagee with evidence of insurance coverage, then Mortgagee may purchase insurance at Mortgagor's expense. This insurance may, but need not, protect Mortgagor's interests in the Mortgaged Property. The coverage purchased by Mortgagee may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance, as required by this Mortgage. If Mortgagee purchases insurance for the Mortgaged Property, Mortgagor will be responsible for the costs of that

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insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The costs of the insurance may be more than the cost of insurance which Mortgagor may be able to obtain on its own.

7.6. Adjustment of Losses with Insurer. Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies pertaining to the Mortgaged Property, and Mortgagee is hereby authorized and empowered, at its option but subject to any applicable limitations set forth in the Loan Agreement, to make or file proofs of loss or damage and to adjust or compromise any loss, and to collect and receive the proceeds from any such policies; provided, however, if no Event of Default shall have occurred and be continuing at the time of the adjustment, Mortgagor (without the consent or approval of Mortgagee) may adjust insurance losses of \$25,000 or less; provided further, however, Mortgagee shall not be held responsible for any failure to collect any insurance proceeds regardless of the cause of failure, except on account of Mortgagee's gross negligence or willful misconduct.

7.7. Application of Insurance Proceeds. In the event of any insured loss, Mortgagor shall give prompt written and oral notice thereof to Mortgagee and to the insurer. Mortgagee may require that the payment for such loss be paid directly to Mortgagee only and not jointly to Mortgagor and Mortgagee. Mortgagee may, at its option but subject to any applicable limitations set forth in the Loan Agreement, apply the proceeds to the reduction of the Indebtedness or shall, if (a) Mortgagor requests, and (b) in Mortgagee's reasonable discretion, any restoration or repair can be completed at least sixty (60) days prior to the Maturity Date, release the same to Mortgagor to be applied to the restoration or repair of the Mortgaged Property in accordance with the construction disbursement procedures set forth herein or such construction escrow procedures required by Mortgagee; provided, however, if (i) no Event of Default shall have occurred and be continuing at the time of payment of proceeds, (ii) the insurance loss proceeds are \$25,000 or less and (iii) there is compliance with clause (b) above, Mortgagor (without the consent or approval of Mortgagee) may use the insurance proceeds to restore or repair the Mortgaged Property. If the proceeds are released to be applied to the restoration or repair of the Mortgaged Property, Mortgagor shall expeditiously proceed to repair or restore the Mortgaged Property. In the event of an Event of Default, Mortgagee shall have the right and option to declare the entire balance of the Indebtedness remaining unpaid to be immediately due and payable and shall have the right, at its option, to apply the whole or any part of such insurance proceeds toward the payment of any of the Indebtedness, in such order and manner as Mortgagee may elect. Wherever provision is made herein for insurance policies to bear mortgage clauses or other loss payable clauses in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise contest use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor.

7.8. Condemnation Proceeds. All Awards shall be paid to Mortgagee and, after deducting from said Awards all of its expenses in the collection and administration of said sums, Mortgagee shall have the right, at its option but subject to any applicable limitations set forth in the Loan Agreement, to apply the net proceeds in payment of the Indebtedness (whether then matured or to mature in the future), either in whole or in part (in such order as Mortgagee shall

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deem proper), or to require the Mortgaged Property so affected by such condemnation to be repaired or restored by the use of such proceeds; provided, however, if no Event of Default exists at the time of payment of the Award and if (a) Mortgagor requests and (b) in Mortgagee's reasonable discretion, any restoration or repair can be completed at least sixty (60) days prior to the Maturity Date, Mortgagee agrees to release the Award proceeds to Mortgagor to be applied to the restoration or repair of the Mortgaged Property in accordance with the construction disbursement procedures set forth therein or such construction escrow procedures required by Mortgagee; provided, however, if (i) no Event of Default shall have occurred and be continuing at the time of payment of the Award, (ii) the Award is \$25,000 or less and (iii) there is compliance with clause (b) above, Mortgagor (without the consent or approval of Mortgagee) may use the Award proceeds to restore or repair the Mortgaged Property. Mortgagor agrees that if the proceeds are released to be applied toward restoration, Mortgagor shall expeditiously proceed to so repair or restore the Mortgaged Property. Mortgagee shall be entitled to all Awards, and is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or in Mortgagor's name, any such proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. Mortgagor hereby assigns and transfers to Mortgagee all Awards up to the amount of the Indebtedness and the claims, rights and proceedings in connection therewith. Mortgagor agrees to execute such further assignments of all Awards and claims, rights and proceedings in connection therewith as Mortgagee may request. Mortgagee shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of failure.

7.9. Performance of Agreements. Mortgagor will duly and punctually perform all covenants and agreements under any agreements to which it is respectively a party with respect to the Mortgaged Property or any part thereof including but not limited to the Loan Agreement, the Assignment of Rents and Leases and the Environmental Indemnity Agreement and the other Loan Documents.

7.10. Inspection. Upon the Mortgagee's reasonable request, Mortgagor shall permit Mortgagee and any of its officers, employees or agents, to visit, during normal business hours upon reasonable notice to Mortgagor, for inspection and review, the Mortgaged Property and will make available and furnish to Mortgagee the Mortgagor's books and records and such financial information concerning the Mortgaged Property as reasonably requested by Mortgagee.

7.11. Hold Harmless. In addition to the agreements of Mortgagor under the Loan Agreement, Assignment of Rents and Leases and the Environmental Indemnity Agreement, Mortgagor hereby indemnifies and will defend and hold Mortgagee harmless from and against any and all proceedings, claims, actions, causes of action, suits, proceedings, investigations, losses, costs, liabilities, damages, punitive damages, penalties and expenses, including reasonable attorneys' and paralegals' fees and disbursements arising out of, affecting or relating to the Mortgaged Property or the Loan Documents, except any of the foregoing arising out of Mortgagee's gross negligence or willful misconduct..

7.12. Deposits For Impositions. In addition to the payments of principal and interest payable under the terms of the Loan Agreement and, upon request of Mortgagee after the occurrence of an Event of Default, Mortgagor shall pay to Mortgagee each month, until all the Indebtedness secured hereby is fully paid, an amount equal to one-twelfth (1/12) of Mortgagee's

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estimate of the next annual Impositions. Mortgagor shall also pay to Mortgagee upon request of Mortgagee after the occurrence of an Event of Default such additional amounts, to be determined by Mortgagee from time to time, as will provide a sufficient fund at least thirty (30) days' prior to the due dates of the next installment of such Impositions for payment of such Imposition. Amounts held hereunder by Mortgagee shall not bear interest. Provided that no event has occurred which with the passage of time or the giving of notice or both would constitute an Event of Default hereunder, amounts held by Mortgagee pursuant to this Section 7.12 shall be made available to Mortgagor in sufficient time to allow Mortgagor to satisfy Mortgagor's obligations under the Loan Documents to pay Impositions. Upon an Event of Default under this Mortgage, Mortgagee may, at its option, without being required so to do, apply any deposits on hand to any of the Indebtedness, in such order and manner as Mortgagee may elect. All deposits are hereby pledged as additional security for payment of the Indebtedness and performance of the Obligations, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided and shall not be subject to the direction or control of Mortgagor. If Mortgagee elects, Mortgagor shall provide, at its expense, a tax service contract for the term of this Mortgage, issued by a tax reporting agency approved by Mortgagee. If Mortgagee does not so elect, Mortgagor shall reimburse Mortgagee for the cost of making annual tax searches throughout the term of this Mortgage.

7.13. Lien Status. Mortgagor shall protect the lien and security interest of this Mortgage and the Loan Documents and shall not place, or permit to be placed, or otherwise mortgage, pledge, hypothecate or encumber the Mortgaged Property with any other lien, attachment, levy, or security interest of any nature whatsoever (whether mechanics, judgment, delinquent tax, statutory, contractual or other) regardless of whether the same is allegedly or expressly subordinate and inferior to the liens and security interest created by this Mortgage and the Loan Documents, except for the Permitted Exceptions, and if any such lien or security interest is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its own cost and expense, pay the underlying claim in full, or appear in and defend any action or claim, or take such other action so as to cause the same to be released within thirty (30) days of when asserted, made or filed.

7.14. Restrictions on Transfer and Financing.

(a) It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee, there is a Transfer (as defined in Section 2.1(x) hereof).

(b) Any consent by Mortgagee permitting a transaction otherwise prohibited hereunder shall not constitute a consent to or waiver of any right, remedy or power of Mortgagee to withhold its consent on a subsequent occasion to a transaction not otherwise permitted by the provisions of this Section 7.14.

(c) Any such sale, transfer, assignment, conveyance, lease, lien, pledge, mortgage, hypothecation or any other encumbrance or alienation or contract or agreement to do any of the foregoing shall be null and void and of no force or effect.

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(d) In determining whether or not to make the loan secured hereby, Mortgagee evaluated the background and experience of the Mortgagor in owning and operating property such as the Mortgaged Property, found it acceptable, and relied and continues to rely on the same as the means of maintaining the value of the Premises which is Mortgagee's security for repayment of the Indebtedness. The Mortgagor is well-experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan, and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that any secondary junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Indebtedness secured hereby; (b) could result in acceleration and foreclosure by such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; (d) would result in the existence of a potentially adverse party in any bankruptcy or liquidation proceeding, and (e) would impair Mortgagee's right to accept a deed-in-lieu of foreclosure. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises as security for the loan, (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor and; (iii) keeping the Premises and the beneficial interest free of subordinate financing liens, Mortgagor agrees that, even if this section be deemed a restraint on alienation, it is a reasonable one. Nothing herein shall imply that Mortgagee is ever, under any circumstances, under any obligation or duty to consent to any transaction which would otherwise be prohibited hereunder and that Mortgagee may withhold its consent in its sole and complete discretion.

7.15. Existence. Mortgagor shall maintain and preserve all licenses, permits, franchises, patents, trademarks, trade names, service marks, copyrights, leases and all other contracts and rights necessary or desirable to continue its operations and business on a profitable basis and will generally continue the same line of business as that being presently conducted.

7.16. Use Restrictions. Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which would: (a) be dangerous unless safeguarded as required by law; or (b) make void, voidable or cancelable, or increase the premium of, any insurance then in force with respect thereto.

7.17. Replacement of Fixtures and Personalty. Except for replacements of items due to ordinary wear and tear or obsolescence, Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Real Estate.

ARTICLE 8.

EVENTS OF DEFAULT

The term "Event of Default" shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following, without notice to Mortgagor and

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without any grace period unless otherwise expressly set forth herein or in the Loan Documents.

8.1. Payment of Indebtedness and Other Amounts. If (i) Mortgagor shall fail to make any payment of (a) principal or interest on the Indebtedness when due by acceleration or otherwise, or (b) any fee or other payment due under any applicable Loan Document, in all cases taking into account any applicable grace period(s) as provided in the Mortgage Note.

8.2. Failure to Obtain Mortgagee's Consent to Transfer or Financing. If there is any unpermitted Transfer or financing in violation of Section 7.14 above.

8.3. Default of this Mortgage. If Mortgagor shall default in the due observance or performance of any of the obligations under this Mortgage (other than a breach which would constitute an Event of Default under Sections 8.1, 8.2 or for which another cure period is expressly provided), and such default is not cured within thirty (30) days after notice from Mortgagee thereof.

8.4. Default under Other Loan Documents. If there is an Event of Default or default under any other Loan Documents, in all cases taking into account any applicable grace periods.

8.5. Foreclosure of Other Liens. If the holder of a junior or senior mortgage or other lien on the Mortgaged Property (without hereby implying Mortgagee's consent to any such junior or senior mortgage or other lien) declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder and such foreclosure or other proceedings is not dismissed within thirty (30) days of the date of the earlier of such events.

8.6. Damage or Destruction. If the Mortgaged Property or any material part thereof is demolished, destroyed or damaged by any cause whatsoever and the loss is not adequately covered by insurance and Mortgagor fails to deposit with Mortgagee the deficiency upon written request.

8.7. Tax on Indebtedness or Mortgage. If any law is passed: (a) which would impose upon Mortgagee the obligation to pay the whole or any part of the Impositions; or (b) which would change in any way the laws relating to the taxation of mortgages, deeds of trust or debts so as to affect this Mortgage or the Indebtedness; provided, however, that if in the opinion of Mortgagee's counsel it shall be lawful for Mortgagor to pay such Impositions or to reimburse Mortgagee thereof, then no Event of Default shall be deemed to have occurred if a mutually satisfactory reimbursement agreement is executed by Mortgagor and delivered to Mortgagee and such Impositions or reimbursements are thereafter paid by Mortgagor.

8.8. Levy or Attachment. If any writ, attachment, levy, citation, lien or distress warrant shall be issued against the Mortgaged Property or any part thereof or interest therein, after taking into account any applicable grace periods provided in the Loan Agreement.

8.9. Failure to Obtain or Maintain Permits and Licenses. The failure of Mortgagor to obtain or maintain any permits or licenses which are necessary and required for the ownership, use and operation of the Mortgaged Property, or the cancellation or any attempted assignment thereof, without the prior written consent of Mortgagee.

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ARTICLE 9.

DEFAULT AND FORECLOSURE

9.1. Remedies. If an Event of Default shall occur, Mortgagee may, at its option, exercise one or more or all of the following remedies either successively or concurrently.

(a) Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, with interest thereon accruing at the Default Rate, without further notice or demand (each of which is hereby expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Receiver. Apply at any time to a court having jurisdiction for the appointment of a receiver of the Mortgaged Property, and of the Rents and Leases; and such appointment shall be made by the court as a matter of strict right to Mortgagee and without reference to the adequacy or inadequacy of the security or value of the Mortgaged Property, or to the solvency or insolvency of Mortgagor, and Mortgagor does hereby irrevocably consent to such appointment. The Rents shall be applied by the receiver to the payment of the Indebtedness, as provided in Section 9.5 below, or as otherwise ordered by the court.

(c) Entry on Mortgaged Property. Enter upon the Mortgaged Property as is permitted by law, without force or with such force as is permitted by law, and without notice or process or with such notice or process as is required by law, unless such notice or process is waivable, in which case Mortgagor hereby waives such notice and process, and take exclusive possession thereof and of all books, records and accounts relating thereto.

(d) Full or Partial Judicial Foreclosure. Pursuant to the procedures provided by applicable law, institute and prosecute foreclosure proceedings with respect to the Mortgaged Property; or, if Mortgagee so elects, institute foreclosure procedures only with respect to a portion of the Indebtedness or to a portion of the Mortgaged Property (such partial proceedings being hereinafter referred to as a partial foreclosure). Mortgagor agrees that a sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the remainder of the secured Indebtedness, but as to such remainder the Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this section. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect, at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the entire secured Indebtedness by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any remainder of the secured Indebtedness, it being the purpose hereof to provide for a partial foreclosure sale of the secured Indebtedness without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to

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any such partial foreclosure for any other part of the secured Indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

(e) Other. Exercise any other remedy specifically granted under the Loan Documents, or now or hereafter existing at law or in equity, by virtue of statute or otherwise. Mortgagor shall not have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated by reference.

9.2. Right and Authority of Receiver or Mortgagee in the Event of Defaults, Power of Attorney. Upon the occurrence of an Event of Default hereunder and entry upon the Mortgaged Property pursuant to Section 9.1(c) above, or appointment of a receiver pursuant to Section 9.1(b) above, and under such terms and conditions as may be deemed prudent and reasonable, in Mortgagee's or the receiver's opinion under the circumstances, all at Mortgagor's expense, Mortgagee or said receiver, as the case may be, may do or permit any one or more of the following, successively or concurrently in accordance with applicable law: (a) enter upon and take possession and control of the Mortgaged Property; (b) take and maintain possession of all documents, books, records, papers and accounts related to the Mortgaged Property; (c) exclude Mortgagor, its agents and employees wholly from the Mortgaged Property; (d) manage and operate the Mortgaged Property, including the exercise by Mortgagee of all rights of Mortgagor under Contracts; (e) preserve and maintain the Mortgaged Property; (f) make repairs and alterations to the Mortgaged Property; (g) complete any construction or repair of the improvements on the Mortgaged Property with such changes, additions or modifications to the plans and specifications or intended disposition and use of the improvements under construction on the Mortgaged Property as Mortgagee may deem appropriate or desirable to place the Mortgaged Property in such condition as will, in Mortgagee's sole judgment, make it or any part thereof readily marketable or rentable; (h) conduct a marketing or leasing program with respect to the Mortgaged Property, or employ a marketing or leasing agent or agents to do so, directed to the lease or sale of the Mortgaged Property, under such other terms and conditions as Mortgagee may in its sole discretion deem appropriate or desirable; (i) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents or other employees, agents, independent contractors or professionals, as Mortgagee may in its sole discretion deem appropriate or desirable, to implement and effectuate the rights and powers herein granted; (j) execute and deliver, in the name of Mortgagor as attorney-in-fact and agent of Mortgagor, or in its own name as Mortgagee or receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (k) enter such leases, whether of real or personal property, or tenancy agreements, under such terms and conditions as Mortgagee or receiver may in its sole discretion deem appropriate or desirable; (l) collect and receive the Rents from the Mortgaged Property; (m) eject tenants or repossess personal property, as provided by law, for breaches of the conditions of their leases or other agreements; (n) sue for unpaid rents, payments, income or proceeds in the name of Mortgagor or Mortgagee; (o) maintain actions in forcible entry and detainer and actions in distress for rent; (p) compromise or give acquittance for rents, payments, income or proceeds that may become due; (q) delegate or assign any and all rights and powers given to Mortgagee by this Mortgage; and/or (r) do any acts which Mortgagee

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or the receiver in its discretion deems appropriate or desirable to protect the security hereof and/or use such measures, legal or equitable, as it may in its discretion deem appropriate or desirable, to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to any lessee or other third-party who has heretofore dealt or may hereafter deal with Mortgagor or Mortgagee, at the request of Mortgagee, to pay all amounts owing under any lease or other agreement to Mortgagee without proof of the default relied upon. Any such lessee or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Mortgagor in so doing) any request, notice or demand by Mortgagee for the payment to Mortgagee of any Rents or other sums which may be or thereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no right or duty to inquire as to whether any Event of Default under this Mortgage or any of the other Loan Documents has actually occurred or is then existing, and Mortgagor hereby constitutes and appoints Mortgagee, its assignees, successors, transferees and nominees, as Mortgagor's true and lawful attorney in fact and agent, with full power of substitution in the Mortgaged Property, in Mortgagor's name and stead, to do or permit any or more of the foregoing described rights, remedies, powers and authorities, successively and concurrently, and said power of attorney shall be deemed a power coupled with an interest and irrevocable.

9.3. Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided herein and in the Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

9.4. Waiver of Redemption, Notice, Marshaling, etc. Pursuant to §15-1601(b) of the Act, Mortgagor acknowledges that the Mortgaged Property does not constitute either: (i) "agricultural real estate" as such term is defined in §15-1201 of the Act, or (ii) "residential real estate" as such term is defined in §15-1219 of the Act. Mortgagor hereby waives any and all rights of redemption and reinstatement pursuant to Section 15-1601(b) of the Act, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property or any portion thereof, it being the intent hereof that such right of reinstatement and redemption be waived to the full extent permitted by applicable law. Mortgagor further agrees, to the extent permitted by law, that if a default occurs hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any homestead exemption, appraisal, valuation, stay, extension, moratorium or other laws now or hereafter in force in order to prevent or hinder enforcement or foreclosure of this Mortgage, or absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do the benefit of such laws and any and all rights to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof.

9.5. Application of Proceeds. The proceeds of any foreclosure sale shall be distributed and applied in accordance with the provisions of subsection (c) of §15-1512 of the Act. The judgment of foreclosure or order confirming the sale shall provide (after application pursuant to

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subsections (a) and (b) of said §15-1512) for application of sale proceeds in the following order of priority: First, all items not covered by the provisions of subsections (a) and (b), which under the terms hereof constitute Obligations or Indebtedness hereby secured additional to the principal and interest evidenced by the Loan Agreement in such order as Mortgagee shall elect with interest thereon as herein provided; and Second, all principal and interest remaining unpaid under the Loan Agreement in such order as Mortgagee shall elect.

9.6. No Conditions Precedent to Exercise of Remedies: Mortgagor shall not be relieved of any Obligation by reason of: (a) the failure of Mortgagee to comply with any request of Mortgagor to foreclose the lien of this Mortgage or to enforce any provision of the other Loan Documents; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof, or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation extending, renewing, rearranging or in any other way modifying the terms of the Loan Documents without first having obtained the consent of, given notice to or paid any consideration to Mortgagor and in such event Mortgagor shall continue to be obligated to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all of the Obligations.

9.7. Indemnity. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, and Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss, cost, expense or damage which it may or might incur in the exercise of its rights, remedies, powers and authority hereunder, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations, undertakings or liabilities. Should Mortgagee incur any such liability, loss, cost or damage of or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, with interest accruing at the Default Rate.

9.8. Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the same had never been invoked.

ARTICLE 10.

MISCELLANEOUS

10.1. Future Advances. This Mortgage is given to secure payment of the Indebtedness in accordance with the Loan Agreement, regardless of whether the entire amount of any loan proceeds shall have been advanced or issued to Mortgagor on the date hereof, or at a later date, and to secure the payment and performance of all other Obligations under the Loan Documents, and any other amount or amounts that may be added to the Indebtedness under the terms of the Loan Documents or this Mortgage. The parties intend that the lien of this Mortgage shall secure

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any sums advanced in accordance with the Loan Agreement after the date of recording of this Mortgage, and pursuant to and in accordance with the terms and provisions of the Loan Agreement, to the same extent and with the same priority as if such advances were made or issued on the date of recordation of this Mortgage, even though there may be no principal amount outstanding under the Loan Agreement at the time any such advance is made, all to the fullest extent permitted under §15-1302(b)(1) of the Act.

10.2. Protective Advances. All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(a) all advances by Mortgagee in accordance with the terms of the Mortgage to:

(i) preserve, maintain, repair, restore or rebuild the improvements upon the mortgaged real estate; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Subsection (b)(5) of § 15-1302 of the Act;

(b) payments by Mortgagee of: (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in § 15-1505 of the Act;

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens,

(d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of the Mortgage as referred to in §§ 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the mortgaged real estate;

(e) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in § 15-1508(b)(1) of the Act;

(f) expenses deductible from proceeds of sale as referred to in §§ 15-1512(a) and (b) of the Act;

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(g) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the mortgaged real estate or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by of § 15-1704(c)(1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (ix) if the Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Note.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(5) of § 15--1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(a) any determination of the amount of indebtedness secured by this Mortgage at any time;

(b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

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- (c) if right of redemption has not been waived by this Mortgage, computation of amounts required to redeem, pursuant to §§ 15-1603(d)(2) and 1603(e) of the Act;
- (d) determination of amounts deductible from sale proceeds pursuant to § 15-1512 of the Act;
- (e) application of income in the hands of any receiver or Mortgagee in possession; and
- (f) computation of any deficiency judgment pursuant to §§ 15-1508(b)(2), 15-1508(e) and 15-1511 of the Act.

10.3. Further Assurances. Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary to carry out more effectively the purpose of the Loan Documents.

10.4. Recording and Filings. Mortgagor will cause the appropriate Loan Documents and all supplements thereto at all times to be recorded and filed in such manner and in such places as Mortgagee shall request, and will pay any recording and filing taxes, fees and other charges.

10.5. Notice. Any notices, requests or consents required or permitted by this Mortgage shall be (i) in writing, and (ii) delivered in person, telexed, telecopied or sent by certified or registered mail, postage prepaid, return receipt requested, or by overnight mail or express delivery service to the addresses of the parties hereto set forth in Article 2, unless such address, telex number or telecopier number is changed by written notice hereunder. Each such notice, request, consent or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in Article 2 hereof and a confirmation of such telecopy has been received by the sender, (ii) if given by telex, when such telex is transmitted to the telex number specified in Article 2 hereof and the answer back is received by sender, (iii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iv) if given by any other means, when delivered at the addresses specified in Article 2 hereof.

10.6. Mortgagee's Right to Perform the Obligations. If Mortgagor fails to make any payment or perform any act required by the Loan Documents or the Legal Requirements, Mortgagee, without any obligation so to do and without waiving any other right, remedy or recourse, may make such payment or perform such act at the expense of Mortgagor. All sums so paid by Mortgagee and all costs incurred in connection therewith, together with interest thereon at the Default Rate from the date of payment, shall constitute part of the Indebtedness secured by this Mortgage and the Loan Documents and shall be paid by Mortgagor to Mortgagee on demand or shall be included in any judgment of foreclosure.

10.7. Modification. The Loan Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the parties to the Loan Document being so modified, including Mortgagee, even if Mortgagee has not executed such Loan Document. If the payment of the Indebtedness, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released,

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all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Mortgaged Property or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend (including, without limitation, changing the rate of interest or manner of computation thereof), modify, extend or release the Loan Agreement, this Mortgage, or any other document or instrument evidencing, securing or guarantying the Indebtedness, 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.

10.8. No Waiver. All options and rights of election herein provided for the benefit of Mortgagee are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. No exercise of the rights and powers herein granted and no delay or omissions in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

10.9. Mortgagee's Cost and Expenses. Mortgagor further expressly covenants and agrees to pay Mortgagee all costs and expenses of every kind paid or incurred by Mortgagee in any way in connection with the Loan Agreement, this Mortgage or the other Loan Documents or any modifications, restatements or amendments thereof, and the protection of the Mortgaged Property or the maintenance of the lien of this Mortgage, and the security interests under the other Loan Documents or otherwise in connection with the determination and exercise by Mortgagee of any of its rights or remedies under the Loan Documents or any modifications, restatements or amendments thereof, upon the occurrence of any event which, with the passage of time or the giving of notice or both, could constitute a default or an Event of Default hereunder, including any and all expenditures for documentary evidence, title examination or title insurance, minutes of foreclosure, or any abstract or opinion of title to the Mortgaged Property, or for any appraisal, environmental audit, accounting or engineering, and all similar fees, costs, charge and expenses, and including all reasonable attorneys fees and stenographer's fees, paid or incurred by Mortgagee in any suit or legal proceeding, or in preparation or in anticipation of declaring a default or event of default, or in preparation or in anticipation of such suit or proceeding, regardless of whether such suit or proceeding is actually instituted, including, without limitation, any bankruptcy or insolvency proceeding, probate proceeding, or other proceeding in which Mortgagee may in, their discretion intervene in order to protect its security or appeal from any of the foregoing, or otherwise paid or incurred by Mortgagee in obtaining legal advice regarding its rights and remedies under the Loan Documents or any modifications, restatements or amendments thereof, or in determining whether to declare a default or Event of Default hereunder. All such fees, costs, charges and expenses shall constitute so much additional indebtedness evidenced by the Loan Agreement and secured by this Mortgage, regardless of whether the same may cause the Indebtedness secured hereby to exceed the Maximum Credit set forth in the Loan Agreement (but not to exceed the limit stated in Section 1.2 above), and shall be immediately due and payable when incurred, with interest accruing thereon at the Default Rate, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether a decree of

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foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges and costs of Mortgagee shall have been paid in full.

10.10. Usury. It is expressly stipulated and agreed to be the intent of Mortgagor and Mortgagee to at all times comply with applicable law now or hereafter governing the interest payable on the Indebtedness and Obligations secured hereby. If the applicable law is ever revised, repealed, or judicially interpreted so as to render usurious any amount called for under the Loan Agreement (or under any other instrument evidencing or relating to any of the Indebtedness), or contracted for, charged, taken, reserved or received with respect to the loans secured hereby, or if Mortgagee's acceleration of the Indebtedness or any prepayment by Mortgagor results in Mortgagor having paid any interest in excess of that permitted by law, then it is Mortgagor's and Mortgagee's express intent that all excess amounts theretofore collected by Mortgagee be credited on the principal balance of the Indebtedness (or, if the Indebtedness have been paid in full, refunded to Mortgagor), and the provisions of the Loan Agreement and this Mortgage and other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

10.11. Successors and Assigns; Covenants Running with the Land. The terms, provisions, covenants and conditions hereof and of the Loan Documents shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of Mortgagee and their respective successors, substitutes and assigns, and shall constitute covenants running with the land.

10.12. Conflict of Terms. The terms, provisions, covenants and conditions of the Mortgage shall be construed in such a manner as to be consistent with the terms and any other instruments executed in connection with or as security for the Indebtedness and Obligations secured hereby; provided, however, in the event of a conflict between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

10.13. Applicable Law. This Mortgage was negotiated in the State of Illinois and made by Mortgagor in the State of Illinois and the proceeds of the loan secured hereby were disbursed in the State of Illinois. Mortgagor and Mortgagee agree that the State of Illinois has a substantial relationship to the parties and to the underlying transaction embodied hereby. In all respects, including, without limitation, matters of construction and performance of this Mortgage and the obligations arising hereunder, this Mortgage shall be governed by, and construed in accordance with, the internal laws of the State of Illinois applicable to contracts made and to be performed in such State (without regard to principals of conflicts of laws) and any applicable laws of the United States of America, provided, however, that with respect to the creation, validity, perfection, priority and enforceability of the lien created by this Mortgage and any warranties of title contained in this Mortgage with respect to the Mortgaged Property and the provisions hereof which relate to realizing upon the security covered by this Mortgage, the applicable provisions of this Mortgage shall be governed by, and interpreted in accordance with, the laws of the State in which the Mortgaged Property is located (except for the right of recourse against Mortgagor to the extent provided herein, which shall be governed by the laws of the State of Illinois), it being

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understood that, to the fullest extent permitted by the law of the State in which the Mortgaged Property is located, the laws of the State of Illinois shall govern the validity and enforceability of the obligations arising under this Mortgage, the Loan Agreement, the Note (if any), and the other Loan Documents, and the indebtedness or obligations arising hereunder and thereunder.

10.14. No Joint Venture: No Third Party Beneficiary. Mortgagor acknowledges and agrees that in no event shall Mortgagee be deemed to be a partner or joint venturer with it. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document securing any portion of the Indebtedness or otherwise. No other person shall be deemed to have any right or priority under this Mortgage to any extent or for any purpose whatsoever, nor shall any other person have any claim or right of action with respect to the Mortgaged Property or proceeds of the Indebtedness or be deemed a third-party beneficiary under this Mortgage or under the Loan Documents.

10.15. Severability. The Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument in which such provision is contained, nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.16. Consent of Mortgagee. Any consent by Mortgagee in any single instance shall not be deemed or construed to be Mortgagee's consent in any like matter arising at a subsequent date, and the failure of Mortgagee to promptly exercise any right, power, remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same, nor shall Mortgagee be estopped from exercising such right, power, remedy, consent or approval at a later date. Any consent or approval requested of and granted by Mortgagee pursuant hereto shall be narrowly construed to be applicable only to Mortgagor and the matter identified in such consent or approval (and no third party shall claim any benefit by reason thereof), and shall not be deemed to constitute Mortgagee a venturer or partner with Mortgagor whatsoever, nor shall privity of contract be presumed to have been established with any such third party.

10.17. CONSTRUCTION. MORTGAGOR AND MORTGAGEE ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY COUNSEL OF THEIR CHOICE WITH RESPECT TO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND SUCH COUNSEL HAS REVIEWED ALL OF THE FOREGOING AND PARTICIPATED IN THE NEGOTIATION THEREOF. EACH PARTY FURTHER ACKNOWLEDGES AND AGREES THAT (i) EACH OF THE WAIVERS SET FORTH HEREIN WERE KNOWINGLY AND VOLUNTARILY MADE; (ii) NO REPRESENTATIVE OF MORTGAGEE OR MORTGAGOR HAS WAIVED OR MODIFIED ANY OF THE PROVISIONS OF THIS AGREEMENT AS OF THE DATE HEREOF AND NO SUCH WAIVER OR MODIFICATION FOLLOWING THE DATE HEREOF SHALL BE EFFECTIVE UNLESS MADE IN ACCORDANCE WITH THE PROVISIONS HEREOF; AND (iii) ANY RULE OF CONSTRUCTION UNDER ANY APPLICABLE LAW TO THE

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EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS.

10.18. Trustee Exculpation. This Mortgage is executed by North Star Trust Company, not personally but as Trustee ("Trustee") in the exercise of the power and authority conferred upon and vested in it as much as Trustee. It is expressly understood and agreed that nothing herein or in the Mortgage Note contained shall be construed as creating any liability on Trustee personally to pay the Mortgage Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder. So far as Mortgagor personally is concerned, the legal holder or holders of said Mortgage and the owner or owners of any indebtedness thereunder shall look solely to the premises hereby conveyed for the payment, by the enforcement of the lien hereby conveyed for the payment, by the enforcement of the lien hereby created, in the manner herein and in the Mortgage Note provided, or by action against any other security at any time given to secure the payment, or by action to enforce the personal liability of the guarantor, if any.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

North Star Trust Company as Successor Trustee to
BANCO POPULAR NOROCCIDENTAL AMERICA,
SUCCESSOR IN INTEREST TO PIONEER
BANK AND TRUST

NORTH STAR TRUST COMPANY, AS
SUCCESSOR TO PIONEER BANK & TRUST
COMPANY, AS TRUSTEE UNDER TRUST
AGREEMENT DATED MARCH 23, 1989 AND
KNOWN AS TRUST NO. 25122

By: Silvia Medina

Title: Trust Officer

[SEAL]

MORTGAGOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF LAKE

I, SHARON K. CROWLEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Silvia Medina, an officer of NORTH STAR TRUST COMPANY, as successor to Pioneer Bank & Trust Company, as Trustee under Trust Agreement dated March 23, 1989 and known as Trust No 25122 personally known to me to be the same person whose name is subscribed to the foregoing instrument as Trust Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9TH day of February, 2004.

SHARON K. CROWLEY
Notary Public State of Illinois
My Commission Expires 9/17/2004

Sharon K. Crowley
Notary Public

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EXHIBIT A

Legal Description

LOTS 10 TO 22, BOTH INCLUSIVE, LOTS 25 AND 26, AND LOTS 29 TO 33, BOTH INCLUSIVE, IN BLOCK 1 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-10-101-001, -002, -003, -004, -005, -014, -015, -018, -019, -020, -021, -022.

Common Address: 4626-28 West Superior Street, Chicago, IL 60644

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EXHIBIT B

Permitted Exceptions

1. Real estate taxes not yet due and payable.
2. Normal covenants and restrictions of record which do not affect the use of the Mortgaged Property.