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Cook County Recorder of Deeds
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WHEN RECORDED MAIL TO:

Michael B. Shteamer, Esq.
SHUGHART THOMSON & KILROY, P.C.
120 West 12th Street
Kansas City, MO 64105

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (herein "Instrument") is made this 15th day of February, 2006, between the Mortgagor/Grantor, Chicago Title Land Trust Company, an Illinois corporation, not personally but as Trustee under Trust Agreement No. 52076 dated May 3, 1968, with an address of 527 South Wells, Suite 700, Chicago, Illinois 60607, Attention: Peter Cacciatore (herein "Borrower"), and the Mortgagee, Americo Financial Life and Annuity Insurance Company, a corporation organized and existing under the laws of Texas, whose address is 300 West 11th Street, Kansas City, Missouri 64105 (herein "Lender").

WHEREAS, Borrower is indebted to Lender pursuant to the following promissory note of even date herewith in the principal sum of Four Million Three Hundred Thousand Dollars (\$4,300,000.00) ("Note");

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 31 hereof (herein "Future Advances"); (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and (d) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the following described property located in the City of Westchester, Cook County, State of Illinois: see Exhibit A attached hereto and incorporated herein by reference.

Box 400-CTCC

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TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; any and all accounts, accounts receivable, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind, now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, accounts receivable, contract rights, chattel paper, instruments, general intangibles or obligations and all insurance proceeds and condemnation awards; all rents from, all issues, uses, profits, proceeds and products of, all replacements and substitutions for, and other rights and interests now or thereafter belonging to, any of the foregoing; any and all proceeds of any and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property." Property shall not however include any property belonging to Tenants located at the Property.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument or any other instrument or agreement securing or relating to the Note including but not limited to the Mortgage Loan Application ("Application") No. 05016 dated December 5, 2005 (collectively the "Loan Documents"; the Note shall also be referred to herein as the "Loan").
2. **FUNDS FOR TAXES AND OTHER CHARGES.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of

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principal or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth (1/12) of the taxes and assessments which may be levied on the Property all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, after an event of default by Borrower at any time upon notice in writing to Borrower. Should the Borrower default in any of its obligations under the Loan Documents, Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes and assessments in connection with the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes and assessments so long as Borrower is not in breach of any covenant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender agree that interest on the Funds shall be may agree in writing at the time of execution of this Instrument that interest on the Funds shall not be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Instrument.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, rents and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, rents and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within twenty days after notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessments and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

3. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be

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applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under paragraph 2 hereof, if any; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. **CHARGES; LIENS.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of taxes due under this paragraph 4, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property; provided however Borrower shall have the right to contest any such lien as long as Borrower has adequately bonded or insured over said lien to Lender's reasonable satisfaction. Without Lender's prior written consent, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property subject to Borrower's right to insure or bond over the lien or have the lien released.

5. **HAZARD INSURANCE.** Borrower shall cause the improvements now existing or hereafter erected on the Property to be insured by carriers at all times satisfactory to Lender against loss by (a) fire and extended or all risk coverage in the full amount of the insurable replacement value of all improvements not including the land; (b) public liability coverage; (c) business interruption coverage and/or rental value coverage, respectively; (d) vandalism, malicious mischief, and sprinkler leakage, by endorsement; (e) boiler, where applicable, and in amounts related to the exposure; (f) so called "dram shop" insurance if alcoholic beverages are sold on the Property; and (g) evidence of flood insurance through the National Flood Insurance Program or evidence satisfactory to Lender that the Property is not within the boundaries of any 100 year flood plain designated by the National Flood Program and such other hazards, casualties, liabilities and contingencies as Lender (and, if this Instrument is on a leasehold, the ground lease) shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid when due, directly to the carrier, or in such other manner as Lender may designate in writing. Borrower shall provide evidence to Lender of the above coverage in the form of Accord 27 Evidence of Property Insurance.

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All insurance policies and renewals thereof shall be issued by companies reasonably acceptable to Lender, which acceptance shall not be unreasonably withheld or delayed, and which acceptance may not be withheld for any insurance company which is Best rated A or better and which is duly licensed and in good standing in the State of Illinois and all insurance policies and renewals thereof shall be in a form acceptable to Lender (the insurance may be under blanket policies of insurance) and shall include a standard mortgagee clause without contribution, in favor of and in form acceptable to Lender, a waiver of subrogation provision, a full replacement cost endorsement and a provision that the Lender should be notified in case of cancellation. Generally the amount of the insurance shall be sufficient to preclude any mortgagor from being a co-insurer of any part of the risk. However, where co-insurance applies, the amount of coverage shall, at all times be maintained in the proper ratio of replacement value specified in the co-insurance clause. An "agreed amount" endorsement shall also be required. Lender shall have the right to hold the policies or Borrower shall furnish Lender with a certificate evidencing said policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy or insurance certificate in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Provided no event of default has occurred under the Loan Documents, all insurance proceeds shall be made available to Borrower for restoration of the Property, subject to the following conditions: (a) proceeds disbursed do not exceed 100% of the costs actually incurred; (b) the proceeds will be disbursed under procedures established by the Lender; which shall include an administrative fee equal to \$500 for every disbursement or partial disbursement of the proceeds; (c) the loan to value ratio of the restored Property in the Lender's reasonable discretion is not more than 75%; and (d) the projected net operating income from the Property (less structural/replacement reserves) is sufficient to service the Loan, as determined by the Lender in its sole discretion. Any net proceeds remaining after the restoration of the Property as contemplated herein shall be retained by Lender and applied to the debt at Lender's sole and absolute discretion or returned to Borrower for such purposes as Lender may designate.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to

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principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 26 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition (reasonable wear and tear excepted), or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply in all material respects with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall not enter into an oral or written contract for professional management of the Property without the reasonable consent of Lender, (g) shall generally operate and maintain the Property in a manner to ensure market rentals, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except for trade fixtures or tenant's equipment and, except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

In addition to Borrower's covenants and agreements above, Borrower further covenants and agrees that Borrower shall not:

(a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling, or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of the business of the present or comparable tenants, or of comparable properties) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property or;

(b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of the business of the present or comparable tenants, or of comparable properties); or

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(c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below).

(The matters described in (a), (b) and (c) above are referred to collectively below as "Prohibited Activities or Conditions.")

Except with respect to any matters which have been disclosed in writing by Borrower to Lender prior to the date of this Instrument, or matters which have been disclosed in an environmental hazard assessment report of the Property received by Lender prior to the date of this Instrument, Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents, and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions.

If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents, and contractors of Borrower and any other persons present on the Property to so comply with, (1) any program of operations and maintenance ("O&M Program") relating to the Property that is reasonably acceptable to Lender with respect to one or more Hazardous Materials (which O&M Program may be set forth in an agreement of Borrower (an "O&M Agreement")) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender's fees and costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance thereunder. If Borrower fails after written notice to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 26 of this Instrument.

Borrower represents that Borrower has not received written notice of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders, or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law ("Governmental Actions") except for that certain No Further Remediation letter from the Illinois Environmental Protection Agency dated _____.

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower's actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Borrower shall cooperate with any governmental inquiry, and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third

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party against Borrower, Lender, or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of, or result in a waiver of any obligation of Borrower under this paragraph 6.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer under paragraph 19 of this Instrument of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu of foreclosure or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental audits, studies and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by this Instrument pursuant to paragraph 8 of this Instrument.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees, and agents from and against all proceedings (including but not limited to Government Actions), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees, and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty, or obligation of Borrower contained in this paragraph 6 or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials," for purposes of this paragraph 6, includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive materials in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "hazardous chemicals," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law," for the purposes of this paragraph 6, means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the

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atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

A violation of the provisions of this paragraph 6 shall subject the Borrower to recourse liability pursuant to the Environmental Indemnity Agreement.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph 6 shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph 6 shall continue and survive as long as the environmental liabilities set forth in the Environmental Indemnification Agreement survive, notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Instrument or the payment in full of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Instrument or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of this Instrument, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of this Instrument following the payment in full of the principal of and interest on the Note and all other sums payable under the Loan Documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all "Responsible Parties" (as that term is defined herein) following foreclosure of this Instrument or acquisition of the Property by a deed in lieu of foreclosure. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Materials Laws commences or occurs, or is present as a result of, any act or omission by the Borrower, any of the Responsible Parties or by any person or entity acting on behalf of the Responsible Parties.

7. **USE OF PROPERTY.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

8. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof, and (iv) if this Instrument is on a leasehold, exercise

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of any option to renew or extend the ground lease on behalf of Borrower and the curing of any default of Borrower in the terms and conditions of the ground lease.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action thereunder.

9. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, subject to the rights of tenants.

10. **BOOKS AND RECORDS.** Borrower shall keep and maintain at all times at Borrower's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Borrower shall furnish to Lender, within one hundred and twenty (120) days after the end of each calendar year during the term of the Loan, financial statements in accordance with Generally Accepted Accounting Principles on the Borrower certified by a principal of Borrower and on the Responsible Parties (as that term is defined herein), and the operations of the Property, including a current, dated rent roll, certified to be true and accurate as of that date. In addition, if requested, Borrower and the Responsible Parties shall furnish to Lender a portfolio analysis report covering the operation of all commercial properties (including vacant land where the Borrower and/or any of the Responsible Parties are general partners, limited liability members, or shareholders of the owning entity).

11. **CONDEMNATION.** Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender. Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the

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Property or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

12. **BORROWER AND LIEN NOT RELEASED.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, company or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

13. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

14. **ESTOPPEL CERTIFICATE.** Borrower shall within ten (10) days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Instrument.

15. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for

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any of the items specified above as part of the Property which is owned by the Borrower and which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in paragraph 26 of this Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 26 of this Instrument.

16. **LEASES OF THE PROPERTY.** As used in this paragraph 16, the word "lease" shall mean "sublease" if this Instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender, which approval shall not be unreasonably withheld or delayed; provided, however, Lender's prior written consent shall not be required with respect to leases which (i) are for less than twenty percent (20%) of the total rentable area in the building(s); (ii) have been negotiated at arm's length upon market terms; and (iii) provide for a term of five (5) years or less. All leases of the Property shall specifically provide that such leases are subordinate to this Instrument; that the tenant attorn to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornment. Borrower shall not, without Lender's prior written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Instrument which consent shall not be unreasonably withheld or delayed. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to

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prevent the accrual of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

In addition to Lender's rights pursuant to paragraph 25 herein, upon an uncured event of default hereunder and upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Property and all security deposits made by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sole, reasonable discretion.

17. **REMEDIES CUMULATIVE.** Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

18. **ACCELERATION IN CASE OF BORROWER'S INSOLVENCY.** If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower within ninety (90) days, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any of Borrower's assets and such seizure is not discharged within forty-five (45) days, then Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 26 of this Instrument. Any reasonable attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.

19. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION.** Upon the (a) sale, transfer, conveyance, assignment, or encumbrance of all or any part of the Property, or any interest therein, or beneficial interests in Borrower; (b) execution of any lease which gives the lessee any option to purchase the Property or any part thereof (unless pre-approved by Lender); or (c) commencement of any notice, action, or procedures which, if completed, would result in the Property being converted to a condominium or cooperative form of ownership without the prior written consent of Lender,

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which consent shall not be unreasonably withheld or delayed, Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 26 of this Instrument.

Notwithstanding anything to the contrary in the Loan Documents, the beneficiaries of Borrower shall be permitted to: 1) make intra-party transfers of ownership interests between themselves, provided that Chicago Land Trust under Trust Agreement No. 52076 dated May 3, 1968, individually or collectively, continues to own at least 51% of the ownership interests in Borrower and continues to have full management control of Borrower and the Property; 2) make inter-party transfers of ownership interests to outside parties, provided that Chicago Land Trust under Trust Agreement No. 52076 dated May 3, 1968, individually or collectively, continue to own at least 51% of the ownership interests in Borrower; and 3) make inter-party transfers for estate planning purposes to immediate family members, or entities controlled by immediate family members, of the Responsible Parties (where immediate family members are determined to be parents, spouses, siblings, or children). Any of the above permitted transfers of ownership interests in Borrower shall be conditioned upon: 1) the permitted transferees shall assume all obligations of the original Responsible Parties unless the obligations are retained by the original Responsible Parties, including but not limited to the Exception to Non-Recourse provisions of the Loan Documents; and 2) the Property shall be managed and leased by an entity reasonably satisfactory to Lender.

Notwithstanding any provision in the Application or the Loan Documents to the contrary, Lender agrees to allow a one-time transfer of the Property and assumption of the Loan, provided that there is no default, or an event of default by Borrower under the Loan Documents. Lender's conditions of consent shall include the following: (1) the payment by Borrower to Lender of a transfer fee equal to 1% of the then-outstanding principal balance of the Note; (2) satisfactory financial condition and real estate ownership/management expertise of the proposed transferee, in Lender's reasonable discretion; (3) the reimbursement of all the Lender's reasonable expenses, including legal fees; (4) a maximum loan to value ratio of 75%, to be verified by an updated MAI appraisal; (5) a minimum debt service coverage ratio of 1.35x; (6) the permitted transferee and such principals of permitted transferee, as Lender may request, assuming all obligations of Borrower and Responsible Parties under the Loan Documents, including, without limitation, the Environmental Indemnity Agreement, with the same degree of recourse liability as Borrower and subject to the same exculpatory provisions; (7) Lender's receipt of the purchase and sale contract and copies of the proposed transfer documentation; and (8) a property management agreement satisfactory to Lender.

20. **NOTICE.** Except for any notice required under applicable law to be given in another manner, any notice to Borrower or Lender provided for in this Instrument shall be given by mailing such notice by certified mail, return receipt requested, or by a national recognized overnight courier service at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein or by telecopy provided a copy is also sent by regular mail. Any notice provided for in this Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein and when received by, or delivery is refused by, Borrower or Lender.

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21. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

22. **GOVERNING LAW; SEVERABILITY.** This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

23. **WAIVER OF STATUTE OF LIMITATIONS AND REDEMPTION.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument. Borrower also hereby waives any right of redemption under any applicable law.

24. **WAIVER OF MARSHALLING.** Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

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25. **APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As part of the consideration for the indebtedness evidenced by the Note, upon Borrower's uncured breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, lawful cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of any contract providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything lawfully done or left undone by Lender under this paragraph 25.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 8 hereof. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

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26. **ACCELERATION; REMEDIES.** Subject to paragraph 27 herein, upon Borrower's breach of any covenant or agreement of Borrower in this Instrument or the Loan Documents, including, but not limited to, the covenants to pay when due any sum secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and Borrower hereby authorizes and fully empowers Lender to foreclose this Instrument in accordance with and in the manner prescribed by law whether by judicial proceedings or by power of sale or by such other statutory procedures available in the State where the Property is located, and out of the proceeds arising from sale and foreclosure to retain the principal, premium, if any, and interest due on the Note and all other indebtedness hereby secured together with all sums of money as Lender shall have expended or advanced pursuant to this Instrument or pursuant to statute together with interest therein as herein provided and all costs and expenses of such foreclosure, including lawful attorney's fees, with the balance, if any, to be paid to the persons entitled thereto by law, and Lender may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Instrument and sale of the Property. If the default is not cured on or before the date specified in the notice and in accordance with the terms and conditions in the Loan Documents, Lender at its option may require immediate payment in full of all sums secured by this Instrument without further demand and may invoke any and all remedies permitted by applicable law. Lender or its designee may purchase the Property at any foreclosure sale.

27. **EXCULPATION.** Except as otherwise set forth in this paragraph, the liability of the Borrower and Jos. Cacciatore & Co. and Peter Cacciatore (collectively the "Responsible Parties") under the Loan Documents shall be limited to, and satisfied from, the Property and the proceeds thereof, the rents and all other income arising from the Property, and any other assets of Borrower related to the Property (collectively referred to as the "Collateral") which are given as collateral for the Note. Nothing contained in this paragraph shall (i) preclude Lender from foreclosing the lien of this Instrument or from enforcing any of its rights or remedies under the Loan Documents; (ii) limit the right of Lender to name Borrower as a party defendant in any action brought under Loan Documents so long as execution on any judgment is limited to the Collateral, and (iii) prohibit Lender from pursuing all of its rights and remedies against any guarantor, if any. Notwithstanding the above the Lender shall have the right to pursue recourse liability against the Borrower and the Responsible Parties, jointly, severally, and unconditionally in the event of (collectively the "Exceptions to Non-Recourse"):

(a) fraud, waste, misappropriation or misapplication of funds, willful misrepresentation, or willful damage to the Property;

(b) the filing of a petition in bankruptcy, whether voluntary or involuntary (and not dismissed within sixty (60) days), or a petition or answer seeking any reorganization, arrangement, composition, liquidation, dissolution, or similar relief under the bankruptcy laws of

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the United States or under any other similar federal, state, or other statute relating to relief from indebtedness, or a receiver, trustee, or liquidator should be approved with respect to the Borrower, the Property (or any part thereof), or the Collateral;

(c) the failure of any uncured obligations for environmental liabilities as set forth in the Environmental Indemnity Agreement;

(d) collection and receipt of proceeds and income from the Property which are not paid to Lender in accordance with the Loan Documents or applied to the Property in the ordinary course of business (except to the extent Borrower did not have the legal right, because of bankruptcy or similar judicial proceeding, to direct disbursement of such sums);

(e) an unpermitted sale or transfer of the Property or an interest in Borrower or any other default under the due on sale or encumbrance provisions set forth in Paragraph 19;

(f) failure to allow Lender to inspect the Property or books, records and contracts of Borrower affecting the Property; or

(g) failure to apply insurance proceeds, condemnation awards, security deposits from tenants and other sums received by Borrower as owner of the Property in accordance with the Loan Documents (except to the extent Borrower did not have the legal right because of bankruptcy or similar judicial proceeding, to direct the disbursement of such sums).

28. CURE PERIODS; DEFAULT INTEREST RATE, AND LATE CHARGES.

Borrower shall have five (5) calendar days to cure defaults to pay any sum due under the Note, this Instrument or any other Loan Document; and (other than those defaults arising from bankruptcy and other insolvency) fifteen (15) days from the date of notification from Lender to cure performance defaults under the Note, this Instrument or any other Loan Document; provided, however, if such performance default cannot, in good faith, be cured within such fifteen (15) day period, Borrower shall have up to one hundred eighty (180) days after the notice of default to cure such default. There shall be no cure period applicable to a default in the final payment or any prepayment premium due under the Note. If Borrower fails to cure the defaults described in this paragraph within the applicable grace period, if any, then interest on the unpaid principal balance of the Note and all accrued interest thereon shall be collected at the Default Rate (as that term is defined in the Note). In the event any monthly installment of principal and/or interest due on the Note is not paid in full within five (5) calendar days from its due date, Borrower shall pay a late fee equal to five percent (5%) of the overdue monthly installment.

29. **RELEASE.** Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument

30. **ATTORNEY'S FEES.** As used in this Instrument and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court .

31. **FUTURE ADVANCES.** Upon request of Borrower, Lender, at Lender's option within twenty years from the date of this Instrument, may make Future Advances to Borrower.

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Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed the original amount of the Note plus \$2,000,000.

32. **WAIVER OF JURY TRIAL.** Borrower and Responsible Parties (each of himself if more than one) (i) covenant and agree not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waive any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and Responsible Parties, and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower and Responsible Parties hereby certify that no representative or agent of the Lender (including, but not limited to, the Lender's counsel) has represented, expressly or otherwise, to Borrower or Responsible Parties that Lender will not seek to enforce the provisions of this paragraph 32.

33. **TRUSTEE EXCULPATION.** It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this Instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility to assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this Instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this Instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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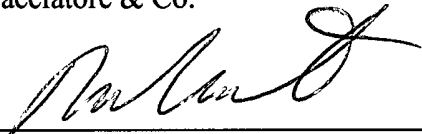
Acknowledgment and Agreement of Responsible Parties to Personal Liability for the Exceptions to Non-Recourse.

The Responsible Parties (each for himself if more than one) hereby represents to Lender that he has a direct or indirect ownership interest in the Borrower and that he participates in the management of the Borrower.

BY SIGNING BELOW, the undersigned Responsible Parties (each for himself if more than one) understands, accepts and agrees to the provisions of paragraphs 27 and 32 above. No transfer of Responsible Parties' ownership interest in Borrower or in any entity which directly or indirectly has an ownership interest in Borrower shall release Responsible Parties from liability hereunder.

RESPONSIBLE PARTIES:

Jos. Cacciatore & Co.

By: 

Name: Peter C. Cacciatore

Title: President

Address: 527 S. Wells

Chgo IL, 60607



Name: Peter C. Cacciatore

Address: Same

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF Cook) ss:

I, Romualda J. Kisting, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Peter C. Cacciatore, the President of Jos. Cacciatore & Co., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal this 1 day of Feb., 2006.

Romualda J. Kisting
Notary Public

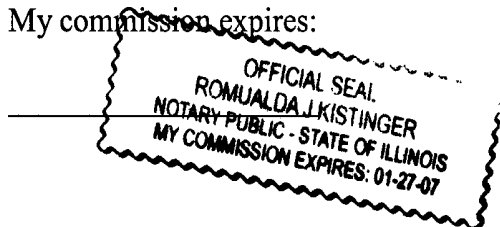


STATE OF ILLINOIS)
COUNTY OF Cook) ss:

On this 1 day of Feb., 2006, before me, Romualda J. Kisting, a Notary Public in and for said state, personally appeared Peter C. Cacciatore, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same for the purposes therein stated.

Romualda J. Kisting
Notary Public

My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

The North 305 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian except the East 277.79 thereof and except that part falling in roads in Cook County, Illinois.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by Storm Sewer Easement Agreement dated October 7, 2005 and recorded January 20, 2006 as document number 0602003057 by IL-Westbrook Corporate Center, L.L.C., a Delaware limited liability company and Chicago Title Land Trust Company as Trustee under Trust Agreement dated May 3, 1968 and known as Trust Number 52076 for the purpose of construction, maintenance, repair, replacement and operating of the Storm Sewer under, through and across the easement premises, together with the right, permission and authority to enter upon such portions of the easement premises from time to time as may be reasonably necessary for the purpose of maintaining, repairing, replacing and operating the storm sewer and exercising the rights and performing the obligations of Grantee in accordance with the terms of this Agreement over the following described land:

That part of the East half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, being a strip of Land 15.00 feet in width bounded and described as follows: beginning at the point of intersection of the South line of the North 305.00 feet of said East half of the Northeast Quarter of the Northeast Quarter of Section 30, with a line parallel with the East line of said Northeast Quarter of Section 30, with a line parallel with the East line of said Northeast Quarter of Section 30, said point of intersection being 274.54 feet West of the East line of the Northeast Quarter of said Section 30 as measured along said South line of the North 305.00 feet thereof, and running; thence South 00 degrees 19 minutes 42 seconds East (the basis of bearing being assumed) along said parallel line, a distance of 60.00 feet to an intersection with a line parallel with the South line of the North 305.00 feet aforesaid; thence North 89 degrees 57 minutes 51 seconds West along the last described parallel line, a distance of 15.00 feet, to an intersection with a line parallel with the East line of the Northeast Quarter of Section 30 aforementioned; thence North 00 degrees 19 minutes 42 seconds West along the last described parallel line, a distance of 60.00 feet, to the point of intersection with said South line of the North 305.00 feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 30; thence South 89 degrees 57 minutes 51 seconds West along said South line of the North 305.00 feet, a distance of 15.00 feet, to the point of beginning, in Cook County, Illinois.

Parcel 3:

A non-exclusive easement for the benefit of Parcel 1 as created by Reciprocal Access Easement Agreement dated January 24, 2006 and recorded February 17, 2006 as document Number 0604831037 from Lakeside Bank, as Trustee under Trust Agreement dated May 25, 2004 and known

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as Trust number 10-2669 to Chicago Title and Trust Company, a corporation of Illinois as Trustee under Trust Agreement dated May 3, 1968 and known as Trust Number 52076 for a perpetual, non-exclusive easement for vehicular and pedestrian access, ingress and egress over the following described land:

The West 47.0 feet of the North 168.47 feet of the North 305 feet of the East 277.79 feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, (except that part thereof taken by condemnation on July 30, 1957, Case No. 57-S-11371 for road widening) in Cook County, Illinois and;

The South 22.0 feet of the North 30 feet of the East 277.79 feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, (Except the East fifty feet taken for highway purposes as described in Doc. No. 13785130) in Cook County, Illinois.

SOUTHWEST CORNER
OF WESTCHESTER + CERMAK
WESTCHESTER, ILLINOIS

15-30-200-028-0000

15-30-200-033-0000 (part of)