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CTIC 8394404
THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

Thompson Coburn Fagel Haber
55 East Monroe Street
40th Floor
Chicago, Illinois 60603
Attn.: Victor A. Des Laurier, Esq.

PIN(S): 29-32-200-082
Common Address: 1000 West Maple Avenue
Homewood, Illinois 60430



Doc#: 0735133045 Fee: \$138.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2007 10:46 AM Pg: 1 of 25

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement (this "Mortgage") is executed and delivered as of the 13th day of December, 2007, by Inx International Ink Co., a Delaware corporation ("Borrower"), to JPMorgan Chase Bank, N.A., a national banking association (the "Bank").

WITNESSETH:

WHEREAS, contemporaneously herewith, the Bank has issued its irrevocable transferable letter of credit in the original stated amount of \$10,095,891 for the account of Borrower (such letter of credit, as amended, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "Letter of Credit") pursuant to that certain Reimbursement Agreement dated as of December 1, 2007 (as amended or restated from time to time, the "Reimbursement Agreement"), between the Borrower and the Bank, which Letter of Credit has been issued to secure \$10,000,000.00 aggregate face amount of Adjustable Rate Demand Revenue Bonds (Inx International Ink Project), Series 2007 (the "Bonds");

WHEREAS, under the terms of the Reimbursement Agreement, Borrower is justly and truly obligated to reimburse the Bank for any drawings made under the Letter of Credit and to pay to the Bank all other indebtedness, obligations and liabilities of the Borrower to the Bank under the Reimbursement Agreement or under any of the Other Agreements, together with interest thereon prior to maturity at the rates per annum as set forth in the Reimbursement Agreement and at the times herein and therein provided; and

WHEREAS, the Liabilities not sooner paid or payable, will become due and payable on the "Termination Date" (as defined in the Reimbursement Agreement).

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NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration is hereby acknowledged, Borrower hereby covenants unto and agrees with the Bank as set forth in this Mortgage.

1. DEFINITIONS AND TERMS

1.1 The following words, terms or phrases shall have the meanings set forth below:

"Charges": shall mean all national, federal, state, county, city, municipal or other governmental (including, without limitation, any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, water charges, sewer service charges, liens, claims or encumbrances upon or relating to the Mortgaged Property, the Liabilities or the Covenants.

"Covenants": shall mean all now existing and hereafter arising covenants, duties, obligations and agreements of Borrower to and with the Bank pursuant to the Reimbursement Agreement, this Mortgage, as amended from time to time, the Environmental Indemnity Agreement and the Other Agreements.

"Documents": shall mean any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, promissory note, security agreement, guaranty, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letter of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

"Environmental Indemnity Agreement": shall mean that certain Environmental Indemnity Agreement dated as of December 1, 2007, executed and delivered by Borrower to the Bank, as amended or restated from time to time.

"Event of Default": shall mean the definition ascribed to this term in Section 6.1 below.

"Leases": shall mean all present and future leases, agreements, tenancies, licenses and franchises of or relating to the Premises or the Mortgaged Property, or in any way, manner or respect required, existing, used or useable in connection with the Premises or the Mortgaged Property, or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of any lessee's performances thereunder.

"Liabilities": shall mean (A) Borrower's reimbursement and other obligations to the Bank under the Reimbursement Agreement, (B) any and all other obligations, liabilities, indebtedness, fees, costs and expenses, now or hereafter owed or owing by Borrower to the Bank arising under or in connection with the Reimbursement Agreement, this Mortgage, as amended from time to time, the Environmental Indemnity Agreement or the Other Agreements, including, but not limited to, all principal, interest, debts, claims and indebtedness of any and every kind and nature, howsoever created, arising or evidenced, whether primary or secondary, direct or

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indirect, absolute or contingent, insured or uninsured, liquidated or unliquidated, or otherwise, and whether arising or existing under written or oral agreement or by operation of law, (C) all Swap Obligations now or hereafter owed or owing by Borrower to the Bank, and (D) all costs, fees and expenses incurred by the Bank in connection with any of the foregoing. The term "Liabilities" shall include, without limitation, attorneys' and paralegals' fees or charges relating to the preparation of this Mortgage and the Other Agreements and the enforcement of the Bank's rights and remedies pursuant to this Mortgage and the Other Agreements.

"Mortgaged Property": shall mean (A) the Premises; (B) the Rents; (C) the Leases; (D) the Premises Equipment; (E) the Personal Property Collateral; (F) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Premises Equipment, the Personal Property Collateral or the Leases, or any part thereof, whether under the power of eminent domain or otherwise, or for any damage, whether caused by such taking or otherwise thereto; (G) all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases, the Premises Equipment or the Personal Property Collateral; and (H) all proceeds of each and every of the foregoing.

"Other Agreements": shall mean the Reimbursement Agreement, together with all other agreements, instruments and documents heretofore, now or from time to time hereafter executed by, or on behalf of, Borrower and delivered to the Bank in connection with the Reimbursement Agreement, including, without limitation, (A) the Environmental Indemnity Agreement, and (B) the other Corporation Agreements, together with any amendments, renewals, modifications, replacements or substitutions to any of the foregoing.

"Person": shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government, whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof.

"Personal Property Collateral": shall have the meaning set forth in Section 2.2 below.

"Premises": shall mean all of the real property, and all of Borrower's estate, right, title and interest therein, situated, lying and being in the County of Cook, State of Illinois, legally described on Exhibit "A" and commonly known as 1000 West Maple Avenue, Homewood, Illinois 60430, together with all buildings, improvements, tenements, easements, hereditaments and appurtenances now or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other public ways abutting said real estate.

"Premises Equipment": shall mean all now existing or owned and hereafter arising or acquired apparatus, machinery, equipment, furniture, fixtures and other articles of personal property of any and every kind and nature whatsoever, required for use in, on, or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof, substitutions therefor and accessions thereto, including, without limitation, any such item now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing,

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refrigeration, sprinkling, ventilation, mobility, communication, incineration, and all other related or other such services.

“Rents”: shall mean all present and future rents, issues, deposits, income, profits and proceeds of, from or relating to the Premises, the Leases or the Premises Equipment.

“Swap Agreement”: means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Borrower shall be a Swap Agreement.

“Swap Obligations”: of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (A) any and all Swap Agreements, and (B) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction.

“Threshold Amount”: shall mean (i) during the continuance of an Event of Default, \$250,000 and (ii) during any other time, \$750,000.

“Unmatured Event of Default”: shall mean the occurrence or existence of any event or condition which with notice, lapse of time or both would constitute an Event of Default.

1.2 Except as expressly set forth in this Mortgage, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Reimbursement Agreement.

2. CONVEYANCE

2.1 To secure the full and timely payment of the Liabilities and the full and timely performance of the Covenants, Borrower hereby warrants, grants, gives, bargains, confirms, assigns, pledges, sets over, transfers, sells, conveys, remises, releases and otherwise mortgages to the Bank, its successors and assigns, the Mortgaged Property, whether real, personal or mixed. Notwithstanding anything contained herein to the contrary, the Liabilities secured hereby shall in no event exceed Twenty Million and no/100 Dollars (\$20,000,000.00).

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property or interests in property, whether real or personal, tangible or intangible, which are subject to the Uniform Commercial Code with respect to the priority and perfection of security interests or any similar law, statute, code or other governing body of law. Therefore, to secure the full and timely payment of the Liabilities and the full and timely performance of the Covenants, Borrower hereby grants to the Bank a security interest and lien in and to the Mortgaged Property, including, without limitation, all of

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the following assets of Borrower, whether now existing or owned or hereafter arising or acquired and wherever located: (i) all machinery, equipment and fixtures (a) the purchase price of which is financed, directly or indirectly (including any such machinery, equipment and fixtures for which the purchase price was initially paid by the Corporation and thereafter the Corporation was reimbursed from the proceeds of the Bonds), by the proceeds of the Bonds, or (b) which are at any time located at the Premises (including all such property which is removed from the Homewood Mortgaged Property); and (ii) additions and accessions to, substitutions for and replacements, products and cash and non-cash proceeds of all of the foregoing property, including, but not limited to, proceeds of all insurance policies insuring the foregoing and all of Borrower's books and records relating to any of the foregoing (all of the foregoing property set forth in subsections (i) and (ii) are collectively referred to as the "Personal Property Collateral"). Borrower shall make appropriate entries upon its financial statements and its books and records disclosing the Bank's first position priority security interest and lien in and to the foregoing Personal Property Collateral. Unless the context indicates otherwise, all words, terms or phrases used in this Section 2.2 shall be defined by the applicable definition therefor, if any, in the Uniform Commercial Code as adopted by the State of Illinois, as amended or restated from time to time.

2.3 Upon request by the Bank, at Borrower's sole cost and expense, Borrower will promptly make, execute and deliver or will cause to be made, executed and delivered to or for the benefit of the Bank, in form and substance acceptable to the Bank, all Documents necessary or appropriate to evidence, document or conclude the transactions described in or contemplated by this Mortgage and the Other Agreements, or required to perfect or continue perfected the first position priority mortgage, lien and security interest granted herein or in the Other Agreements by Borrower to the Bank upon the Mortgaged Property (collectively the "Bank's Lien").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Borrower represents, warrants and covenants unto the Bank as follows:

(A) Borrower will fully and timely pay, or cause to be paid, when due or declared due, the Liabilities, and will fully and timely perform, discharge, observe and comply with each and every of the Covenants.

(B) Borrower now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage and the Other Agreements, and to encumber the Mortgaged Property to the Bank.

(C) Borrower now and at all times hereafter shall perform all of the transactions described in or contemplated by this Mortgage and the Other Agreements.

(D) The execution, delivery and performance by Borrower of and under this Mortgage and the Other Agreements (i) does not and will not constitute a violation of any applicable law, and (ii) does not and will not conflict with or result in a default or breach of or under any obligation arising, existing or created by or under any agreement, instrument, document,

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mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Borrower now is or hereafter shall become a party or by which any of them or any of the Mortgaged Property is or hereafter shall become bound.

(E) Borrower has duly filed and shall continue to timely file all federal, state and other governmental tax and similar returns which Borrower is required by law to file with respect to the Mortgaged Property and the operation and business thereof. All taxes and other sums which are shown to be payable under such returns have been and shall be fully and timely paid and Borrower shall maintain adequate reserves in an amount to pay fully all such liabilities which hereafter may accrue.

(F) All of the Leases are and shall remain genuine, in all respects what they purport to be, and free of set-offs, counterclaims or disputes and are valid and enforceable in accordance with their terms. All parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases as indicated by Borrower to the Bank in writing, no advance payments have been or shall be made thereunder.

(G) There is no litigation, action, claim or proceeding pending or, to the knowledge of the Borrower, threatened which might, in any way, manner or respect, affect the Mortgaged Property, the operation or the business thereof, the Bank's Lien, the collectibility or the ability of Borrower to repay the Liabilities or the financial condition of Borrower or the operation or business thereof.

(H) Borrower possesses and holds and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and other permits, certificates, consents and approvals to conduct and operate the business of the Mortgaged Property. None of the foregoing contain or shall contain any term or condition that is more burdensome to said business or different than those customarily possessed or held by other Persons conducting or operating a similar business.

(I) The location, existence and use of the Premises, the Premises Equipment and all Personal Property Collateral are and shall remain in compliance in all material respects with all applicable laws, rules, ordinances and regulations, including, without limitation, building and zoning laws, and all applicable covenants and restrictions of record.

(J) Borrower is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property and the Personal Property Collateral from and against any and all claims and Liens thereon or thereto.

(K) Borrower is not using the Mortgaged Property for any purpose in violation of any applicable environmental, hazardous waste and substances, health or safety laws, rules or regulations, including, but not limited to, the Resource Conservation and Recovery Act, as amended ("RCRA"), the Toxic Substances Control Act, as amended ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), the Clean Air Act, as amended ("CAA"), and the Clean Water Act, as amended ("CWA"), regulations thereunder and corresponding state statutes and regulations. Borrower has

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all required permits, certificates, consents and approvals required under any applicable environmental, health or safety laws, rules or regulations with respect to the ownership and current use of and construction on the Mortgaged Property and shall, at all times obtain and maintain all required permits, certificates, consents and approvals required under any applicable environmental, health or safety laws, rules or regulations with respect to the ownership and then-current use of the Mortgaged Property. Borrower is in compliance in all material respects with all applicable environmental, health and safety laws, rules or regulations in connection with the use of the Mortgaged Property.

(L) All hazardous waste accumulations at the Mortgaged Property shall be in tanks or containers, as defined in 40 C.F.R. 260.10, and shall be in compliance in all material respects with applicable United States Environmental Protection Agency and State of Illinois small quantity generator limitations under RCRA, regulations thereunder and corresponding Illinois statutes and regulations.

(M) There are no underground or aboveground storage tanks on the Premises, other than certain above ground storage tanks used in Borrower's business which are and will continue to be maintained in compliance with all applicable environmental laws.

(N) No burial, disposal or landfilling of hazardous waste or hazardous substances, regulated substances or other pollutants (as such are defined in RCRA, TSCA, CERCLA, CAA or CWA) will be carried on at the Mortgaged Property. Further, Borrower shall operate no surface impoundment, lagoon, or other earthen device for the purposes of treatment, storage or disposal of hazardous wastes and hazardous substances.

(O) Borrower shall not use, release or cause to be used or released asbestos as defined by 29 C.F.R. 1910.1001(a). Any repairs, maintenance or modifications to the Mortgaged Property which may result in release of asbestos shall be performed by or under the supervision of personnel appropriately accredited by the State of Illinois or the United States Environmental Protection Agency.

(P) Borrower shall immediately provide the Bank a copy of any administrative, civil or criminal complaint received by Borrower alleging (i) violations of environmental, health and safety statutes, ordinances or regulations in connection with the use or ownership of the Mortgaged Property, or (ii) bodily injury or property damage arising from Borrower's operations or Borrower's ownership of the Mortgaged Property.

(Q) There are no unpaid outstanding assessments which are due and owing as of the date of this Mortgage in connection with the Mortgaged Property nor any assessment liens arising from the non-payment of any such assessments.

3.2 Borrower further represents, warrants and covenants unto the Bank as follows:

(A) Borrower is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of all Liens,

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except for the Bank's Lien and those Liens described on Exhibit "B" to this Mortgage (the "Permitted Liens").

(B) Borrower will (i) not materially change the use or character of or abandon the Mortgaged Property, (ii) keep the Mortgaged Property in good condition and repair, and (iii) not commit or suffer waste and will make all necessary repairs, replacements and renewals, including, but not limited to, the replacement of any items of the Premises Equipment and Personal Property Collateral so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Borrower shall not remove any trade fixture or demolish any building or improvement located in or on the Premises without the Bank's prior written consent. Borrower shall (a) pay for and promptly complete any building or improvement at any time in the process of erection upon the Premises, (b) refrain from impairing or diminishing the value of the Mortgaged Property, and (c) make no material alterations to the Mortgaged Property other than pursuant to the completion of the Project in accordance with the Plans and Specifications. Subject to the provisions of Sections 4.3 and 4.5(B) of this Mortgage, if the Bank elects to make all or a portion of any insurance, eminent domain or condemnation proceeds available to Borrower, Borrower shall, within a commercially reasonable time, repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Borrower shall comply in all material respects with all laws and municipal ordinances governing the Mortgaged Property and the use thereof. At all times during the term of this Mortgage and the Other Agreements, Borrower shall permit the Bank, and its agents, access to inspect the Mortgaged Property.

(C) Borrower shall fully and timely pay and discharge, as and when due and payable, all Charges that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof. Borrower shall, immediately upon the Bank's request, deliver to the Bank receipts evidencing payment thereof or partial payment thereof, if payable in installments, at least thirty (30) days before delinquency; provided, however, that Borrower shall have the right to contest in good faith, by an appropriate proceeding properly initiated and diligently conducted, the validity, amount or imposition of any Charges, and upon such good faith contest, to delay or refuse payment thereof, if (i) Borrower establishes with the Bank, adequate reserves to cover such contested Charges, and (ii) either such contest will not affect the priority or value of the Bank's Lien on the Mortgaged Property or Borrower otherwise take steps reasonably acceptable to the Bank to protect the priority and value of the Bank's Lien on the Mortgaged Property. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, Borrower will pay for the same, together with any interest or penalties imposed in connection therewith.

(D) Except for the Bank's Lien and the Permitted Liens, Borrower shall keep the Mortgaged Property free and clear of all Liens of any and every kind and nature including, without limitation, mechanics' liens and other similar liens or claims for liens. Borrower shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become, or be secured by, an Encumbrance and, immediately upon request by the Bank, shall deliver to the Bank evidence satisfactory to the Bank of the payment and discharge thereof. If, in accordance with the terms of this Mortgage,

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the Bank makes payment of any such Encumbrance, the Bank shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(E) Borrower shall not, at any time or times hereafter, pledge, hypothecate, encumber, mortgage, sell, permit or otherwise transfer all or any portion of the Mortgaged Property or Borrower's interest therein.

(F) All present and future items of fixtures, equipment, furnishings or other tangible personal property, whether or not constituting a part of the Mortgaged Property, related, necessary to or used or useable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Liens, except for the Bank's Lien and the Permitted Liens, and Borrower will not acquire any such property subject to any Encumbrance, except for the Bank's Lien and the Permitted Liens.

3.3 If Borrower fails to (A) keep the Mortgaged Property in good operating condition and repair or replace or maintain the same as herein agreed, (B) pay the premiums for the insurance which is required to be maintained hereunder, or (C) pay and discharge all Liens as herein agreed, or upon an Event of Default, the Bank, in its sole discretion, may cause such repairs or replacements to be made, obtain such insurance or pay and discharge such Liens. Any amounts paid by the Bank in taking such action together with interest thereon at the Default Rate shall be due and payable by Borrower to the Bank upon demand, and, until paid, shall constitute a part of the Liabilities secured by this Mortgage and the Other Agreements. Notwithstanding the foregoing, such advances by the Bank shall not be deemed to relieve Borrower from any Event of Default hereunder or impair any of the Bank's rights or remedies. The exercise of the right to take such action shall be optional with the Bank and not obligatory upon the Bank, and in no event whatsoever, shall the Bank be liable to Borrower for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, the Bank may rely upon any bills delivered to it by Borrower or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

3.4 Borrower hereby agrees as follows:

(A) Borrower hereby authorizes the Bank to file, at Borrower's expense, UCC financing statements and amendments to UCC financing statements and other filings or recordings in all jurisdictions where the Bank determines appropriate without Borrower's signature, and authorizes the Bank to describe the Personal Property Collateral in such financing statements in any manner as the Bank determines appropriate.

(B) Borrower covenants and agrees that it shall not change its state of incorporation or organization or its corporate form without the prior written consent of the Bank.

4. TAXES, INSURANCE AND CONDEMNATION

4.1 Borrower represents, warrants and covenants unto the Bank as follows:

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(A) Borrower, at all times, shall keep and maintain the Mortgaged Property fully insured, without co-insurance, against loss or damage by, or abatement of rental income resulting from, fire and such other hazards, casualties and contingencies as the Bank, from time to time, may require with insurance companies, and in form, amounts and for such periods as are satisfactory to the Bank, but, in any event, for not less than the full replacement cost of the Mortgaged Property. All such policies and renewals thereof shall contain, in form and substance acceptable to the Bank, standard mortgagee loss payable clauses naming the Bank as a lender's loss payee and additional insured, together with a standard waiver of subrogation endorsement and shall be delivered to the Bank, with premiums therefor paid in full by Borrower. All policies shall provide that the insurer may not cancel same without thirty (30) days prior written notice to the Bank. Borrower will provide immediate written notice to the Bank of any material loss or damage to the Mortgaged Property caused by any casualty. In the event of a deed in lieu of foreclosure or other foreclosure of title to the Mortgaged Property, all right, title and interest of Borrower in and to any policies then in force shall pass to the purchaser, grantee or assignee.

(B) Following the occurrence of an Event of Default and upon demand by the Bank, Borrower shall, on the first (1st) day of each month until the Liabilities are fully paid, deposit with the Bank for payment of current or the immediately succeeding year's insurance premiums, a sum equal to one-twelfth (1/12th) of one hundred fifteen percent (115%) of the immediately preceding year's insurance premiums for all insurance policies required to be obtained and maintained by Borrower arising with respect to the Mortgaged Property. The Bank shall, solely from funds provided by the Borrower, pay when and to whom due and payable, all of the aforesaid insurance premiums. Notwithstanding the foregoing, the Bank does not assume any of Borrower's obligations to make such payments and nothing contained in this Mortgage or the Other Agreements shall require the Bank to perform any such obligations of Borrower. The Bank shall not be obligated to make such payments, but, at its sole election and in its discretion, may make any or all such payments or apply such deposits to the Liabilities.

(C) Borrower hereby acknowledges that the following notice by the Bank is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/15:

Unless Borrower provides the Bank with evidence of the insurance coverage required by this Mortgage, the Bank may purchase insurance at Borrower's expense to protect the Bank's interest in the Mortgaged Property. This insurance may, but need not, protect Borrower's interests. The coverage that the Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Mortgaged Property. Borrower may later cancel any insurance purchased by the Bank, but only after providing the Bank with evidence that Borrower have obtained insurance as required by this Mortgage. If the Bank purchases insurance for the Mortgaged Property, Borrower will be responsible for the cost of that insurance, including interest and any other charges the Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Borrower's total outstanding balance or obligation. The cost of insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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4.2 Subject to the restrictions set forth in Section 4.4 of the Reimbursement Agreement, Borrower hereby authorizes the Bank:

(A) to settle and compromise all claims in excess of the Threshold Amount under all insurance policies;

(B) to demand and receive all monies becoming due or payable under all insurance policies for losses in excess of the Threshold Amount;

(C) to execute, in the name of Borrower or the name of the Bank, any proofs of loss, notices or other instruments in connection with all claims under all policies; and

(D) to assign all policies to any holder of the Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure or other transfer of title to the Mortgaged Property.

4.3 In the event of payment under any of the policies in excess of the Threshold Amount, Borrower acknowledges and agrees that the proceeds of any of the insurance policies shall be paid by the insurer to the Bank and the Bank may, in its sole discretion, in whole or in part after deducting all costs of collection, including attorneys' fees, do any one or more of the following:

(A) make available to Borrower all or a portion of such proceeds necessary to replace, reconstruct, repair or restore the Mortgaged Property or any portion thereof;

(B) apply all or a portion of such proceeds as payment on account of the Liabilities whether or not then due and payable without affecting the amount or time of subsequent payments required to be made by Borrower to the Bank whether pursuant to the Other Agreements or otherwise;

(C) apply such proceeds, in whole or in part, to satisfy, perform or discharge any of the Covenants;

(D) require that Borrower continues paying the Liabilities as and when due and payable notwithstanding any loss of use of all or any part of the Mortgaged Property; or

(E) if, prior to the receipt by the Bank of proceeds of such policies, the Mortgaged Property shall have been transferred pursuant to a deed in lieu of foreclosure or otherwise sold or transferred by foreclosure of this Mortgage, receive proceeds of such policies to the extent of any deficiency with interest thereon at the Default Rate, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the attorneys' fees, costs, expenses and disbursements incurred by the Bank in connection with the collection of the proceeds of such policies.

4.4 Borrower further represents, warrants and covenants unto the Bank as follows:

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(A) Following the occurrence of an Event of Default and upon demand by the Bank, Borrower shall, on the first (1st) day of each month until the Liabilities are fully paid, deposit with the Bank for payment of current or the immediately succeeding years Charges, a sum equal to one-twelfth (1/12th) of one hundred fifteen percent (115%) of that portion of the total annual Charges arising with respect to the Mortgaged Property for the most recent ascertainable tax year. Provided that no Event of Default or Unmatured Event of Default then exists, the Bank shall, pay when and to whom due and payable under applicable law, all of the aforesaid Charges. Notwithstanding the foregoing, the Bank does not assume any of Borrower's obligations under said laws to make such payments and nothing contained in this Mortgage or the Other Agreements shall require the Bank to perform any such obligations of Borrower. The Bank shall not be obligated to make such payments, but, at its sole election and in its discretion, may make any or all such payments or apply such deposits to the Liabilities.

(B) If the deposits required by Section 4.4(A) above are insufficient to pay the Charges for which they are provided, thirty (30) days before such Charges shall become due and payable, Borrower shall deposit with the Bank such additional monies as are necessary to pay, in full, such Charges.

4.5 Borrower further represents, warrants and covenants unto the Bank as follows:

(A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Borrower in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof by virtue of an exercise of the right of eminent domain by such authority, including, without limitation, any award for taking of title, possession, right of access to a public way or for any change of grade of streets affecting the Mortgaged Property, hereby are assigned to the Bank as additional security for the full and timely payment of the Liabilities and the full and timely performance of the Covenants, and for such purpose, Borrower hereby grants to the Bank a security interest therein.

(B) The Bank is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards and to give proper receipts therefor whether in Borrower's name, in the Bank's name or in both names, and may, in the Bank's sole and absolute discretion, after deducting all costs of collection, including, but not limited to, attorneys' fees, do any one or more of the following with respect to proceeds in excess of the Threshold Amount:

(i) apply such proceeds, in whole or in part, to the Liabilities whether or not then matured and without affecting the amount or time of subsequent payments required to be made by Borrower to the Bank under this Mortgage or the Other Agreements;

(ii) apply such proceeds, in whole or in part, to satisfy, perform or discharge any of the Covenants;

(iii) make available to Borrower all or a portion of such proceeds to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to the Bank; or

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(iv) require that Borrower continue to pay the Liabilities as and when due and payable notwithstanding any loss of use of all or any part of the Mortgaged Property.

(C) Borrower, promptly after request by the Bank, shall make, execute and deliver or cause to be made, executed and delivered to or for the benefit of the Bank any and all assignments and other instruments sufficient to assign, and cause the payment directly to the Bank of, all such awards in excess of the Threshold Amount, free and clear of all Liens, except for the Bank's Lien and the Permitted Liens. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Borrower shall continue to pay all of the Liabilities as and when due and payable. If, prior to the receipt by the Bank of such award or payment, the Mortgaged Property shall have been transferred by a deed in lieu of foreclosure or otherwise sold or transferred by foreclosure of this Mortgage, the Bank shall have the right to receive such award or payment to the extent of any deficiency with interest thereon at the Default Rate, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the attorneys' fees, costs, expenses and disbursements incurred by the Bank in connection with the collection of such award or payment.

5. LEASES AND RENTS

5.1 Provided an Event of Default does not exist under this Mortgage or the Other Agreements, Borrower shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same, in trust, to be applied, except as otherwise provided by applicable law, first to the payment of all Charges upon the Mortgaged Property, second to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, and third to the maintenance and repairs required hereby, before using any part of the Rents for any other purposes.

5.2 At all times, the Bank, or any of the Bank's agents, shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Borrower, the Bank, a nominee of the Bank or in any or all of said names.

5.3 Unless the Bank agrees otherwise in writing, Borrower shall: (A) promptly upon Borrower's receipt or learning thereof, inform the Bank, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors of the Leases; (B) not permit or agree to any extension, compromise or settlement or make any change or modification of any kind or nature of or with respect to the Leases or the terms thereof; and (C) promptly upon Borrower's receipt or learning thereof, furnish to and inform the Bank of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.4 Borrower acknowledges and agrees that:

(A) Borrower shall, contemporaneously herewith, deliver to the Bank true, accurate and complete copies of the Leases in form and substance acceptable to the Bank, with

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appropriate endorsement or other specific evidence of assignment thereto to the Bank, which endorsement or assignment shall be in form and substance acceptable to the Bank.

(B) The Bank may, at its election, without notice thereof to Borrower, notify any or all of the obligors of the Leases that the Leases have been assigned to the Bank and, upon an Event of Default, the Bank, whether in its name, in the name of Borrower or in both names, may direct said obligors thereafter to make all payments due from them under the Leases directly to the Bank.

(C) Upon an Event of Default, Borrower shall irrevocably direct all obligors of the Leases to make all payments under the Leases directly to the Bank.

(D) Upon an Event of Default, the Bank shall have the right without notice thereof to Borrower, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Borrower, the Bank or in both names.

(E) Upon an Event of Default, the Bank may (i) demand payment of the Rents and performance of the Leases; (ii) enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (iii) exercise any or all of Borrower's rights, interests and remedies in and under the Leases and to collect the Rents; (iv) settle, adjust, compromise, extend or renew the Leases or the Rents; (v) settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (vi) take possession, in any manner, of the Rents; (vii) prepare, file and sign Borrower's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against any obligor of the Leases; (viii) endorse the name of Borrower upon any payments or proceeds of the Rents and deposit the same to the account of the Bank; and (ix) do all acts and things necessary, in the Bank's discretion, to carry out any or all of the foregoing.

(F) All of the foregoing payments and proceeds received by the Bank shall be utilized by the Bank, at its election and in its discretion, for any one or more of the following purposes: (i) to be held by the Bank as additional collateral for the payment of the Liabilities; (ii) to be applied against the Liabilities, in such manner as the Bank may determine in its sole and absolute discretion; (iii) to be applied against the Covenants, or the operation or business thereof as the Bank, at its election, shall determine; or (iv) to be remitted to Borrower.

6. DEFAULT

6.1 The occurrence of any one or more of the following shall constitute an "Event of Default" under this Mortgage:

(A) Borrower fails to fully and timely pay any of the Liabilities, when due and payable or declared due and payable;

(B) Borrower fails or neglects to perform, keep or observe any of the Covenants;

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(C) any representation, warranty, statement, report or certificate made or delivered by a Borrower, or any of its officers, employees, or agents, to the Bank is not true and correct, whether made in this Mortgage, the Other Agreements or otherwise;

(D) a breach, default or event of default occurs under any agreement, document or instrument executed and delivered by Borrower to the Bank in connection with any Swap Obligation; or

(E) an "Event of Default" (as defined in the Reimbursement Agreement).

5.2 Upon the occurrence of an Event of Default, without notice to or demand of Borrower, all of the Liabilities shall become immediately due and payable, and the Bank, in its discretion and at its election, may do any one or more of the following; provided, however, that the Bank shall first provide written notice to the Borrower of the Event of Default and such Event of Default shall not have been cured within 10 Business Days thereafter, except that the notice and cure rights relating to any Event of Default that is also an "Event of Default" under the Reimbursement Agreement shall be governed solely by the Reimbursement Agreement and the Borrower shall not be entitled to any further notice or right to cure hereunder:

(A) Without further notice to Borrower, foreclose upon the Bank's Lien and exercise any rights or remedies granted to the Bank under this Mortgage, the Other Agreements, or provided by law, in equity or otherwise. Upon an Event of Default, the Liabilities shall bear interest at the Default Rate.

(B) Subject to applicable law, forcibly or otherwise, enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the Mortgaged Property, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as Borrower might do if in possession thereof, including, but not limited to, the making of all repairs and replacements deemed necessary by the Bank and the leasing of the Mortgaged Property, or any part thereof, from time to time, and after deducting all attorneys' fees, costs, fees and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to the Liabilities. At the option of the Bank, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice in accordance with Section 7.1 of this Mortgage. Borrower agrees to surrender possession of the Mortgaged Property to the Bank immediately upon the occurrence of an Event of Default. If Borrower shall remain in physical possession of the Mortgaged Property, or any part thereof, after an Event of Default, such possession shall be as a tenant at sufferance of the Bank, and Borrower agrees to pay to the Bank, or to any receiver appointed as provided below, after an Event of Default, a monthly rental for the Mortgaged Property, or the part thereof so occupied by Borrower to be applied as provided above in the first sentence of this subsection (B), and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Borrower may be dispossessed by the usual summary proceedings. In the event Borrower shall so remain in possession of all, or any part of, the Mortgaged Property, said monthly rental shall be in amounts established by the Bank in its discretion. This covenant shall be effective irrespective

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of (i) whether any foreclosure proceeding shall have been instituted, and (ii) any application for, or appointment of, a receiver.

(C) File one or more suits at law or in equity for the foreclosure of all or any portion of this Mortgage or to collect the Liabilities. In the event of the commencement of any such suit by the Bank, the Bank shall have the right, either before or after sale, without notice and without requiring bond, as notice and bond are hereby expressly waived by Borrower, and without regard to the solvency or insolvency of Borrower at the time of application and without regard to then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of the Liabilities. In case of a sale pursuant to foreclosure, the Premises may, but need not, be sold as one parcel.

(D) If the Bank commences any suit to foreclose this Mortgage, the Bank shall have the right to apply to the court in which such proceedings are pending for entry of an order placing the Bank in possession of the Mortgaged Property. If an order is entered placing the Bank in possession of the Mortgaged Property, the Bank may thereupon enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the Mortgaged Property, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property, including, but not limited to, the making of all repairs and replacements deemed necessary by the Bank and the leasing of the Mortgaged Property or any part thereof, from time to time, and, after deducting all attorneys' fees, costs, fees and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to the Liabilities. At the option of the Bank, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing the Bank in possession in accordance with Section 7.1 of this Mortgage. If Borrower shall remain in physical possession of the Mortgaged Property after entry of an order placing the Bank in possession, Borrower's possession shall be as a tenant at sufferance of the Bank, and Borrower agrees to pay to the Bank, or to any other Person authorized by the Bank, after entry of such order, a monthly rental for the Mortgaged Property, or the part thereof so occupied by Borrower to be applied as provided above in the first sentence of Section 6.2(B) and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Borrower may be dispossessed by the usual summary proceedings. If Borrower shall so remain in possession of all or of any part of the Mortgaged Property, said monthly rental shall be in amounts established by the Bank in its discretion.

6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of the Liabilities, and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered in connection with this Mortgage or the Other

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Agreements the following: (A) all of the costs, fees and the expenses of taking possession of the Mortgaged Property and of the holding, using, leasing, maintaining, repairing and selling of the Mortgaged Property, including, but not limited to, the costs, fees, charges, expenses and attorneys' fees specified in Section 6.4 below; (B) receivers' fees; (C) any and all expenditures which may be paid or incurred by or on behalf of the Bank for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and other similar data and assurances with respect to the title to the Mortgaged Property; (D) all prepayment or similar premiums, if any; and (E) all other costs, fees and expenses which the Bank deems necessary to prosecute or enforce any right or remedy it has under this Mortgage, the Other Agreements, at law, in equity or otherwise, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of the Liabilities, secured by this Mortgage and the Other Agreements, payable on demand and shall bear interest at the Default Rate from the date of the Bank's payment thereof until repaid to the Bank.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if the Bank shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to or in connection with the Liabilities or the Covenants, or if the Bank shall incur or pay any expenses, costs, charges, fees or attorneys' fees by reason of the employment of counsel for advice with respect to the Liabilities or the Covenants, and whether in court proceedings or otherwise, such expenses, costs, charges and all of the Bank's attorneys' fees shall be part of the Liabilities, secured by this Mortgage and the Other Agreements, payable on demand and shall bear interest at the Default Rate from the date of the Bank's payment thereof until paid.

6.5 Furthermore, upon the occurrence of an Event of Default, the Bank, in its discretion, may: (A) exercise any one or more of the rights and remedies accruing to a "secured party" under the Uniform Commercial Code of Illinois and any other applicable law upon a default by a debtor; (B) enter, with or without process of law and without breach of the peace, any premises where the Personal Property Collateral is or may be located, and without charge or liability to the Bank therefor, seize and remove the Personal Property Collateral from said premises or remain upon said premises and use the same for the purpose of collecting, preparing and disposing of the Personal Property Collateral; (C) sell or otherwise dispose of the Personal Property Collateral at public or private sale for cash or credit, provided, however, that Borrower shall be credited with the net proceeds of such sale only when such proceeds are actually received by the Bank; and (D) take control, in any manner, of any item of payment or proceeds of the Personal Property Collateral.

6.6 Upon an Event of Default, Borrower, immediately upon demand by the Bank, shall assemble the Personal Property Collateral and make it available to the Bank at a place or places to be designated by the Bank which are reasonably convenient to the Bank and Borrower.

6.7 Any notice required to be given by the Bank of a sale, lease or other disposition of the Mortgaged Property or any other intended action by the Bank, if provided not less than ten

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(10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

6.8 Borrower agrees that the Bank may, if the Bank deems it reasonable, postpone or adjourn any such sale of the Mortgaged Property from time to time by an announcement at the time and place of sale, without being required to give a new notice of sale. Further, Borrower agrees that the Bank has no obligation to preserve rights against prior parties to the Mortgaged Property.

6.9 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Sections 6.3 and 6.4 above, second, to the balance of the Liabilities, and third, the surplus, if any, to Borrower or such other Person legally entitled thereto.

6.10 If the Bank commences judicial proceedings to foreclose this Mortgage, Borrower, on behalf of itself, its successors, heirs and permitted assigns, and each and every Person which Borrower may legally bind which acquires any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (A) does hereby expressly waive any and all rights of appraisal, valuation, stay, extension and, to the extent permitted by law, redemption from sale under any order or decree of foreclosure of this Mortgage; and (B) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is hereby authorized immediately to execute and deliver to any purchaser at any sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the Person in whose favor the order or decree is entered, the amount of his bid therefor.

6.11 The Bank shall have the right to sue for any sums, whether interest, principal or other sums required to be paid by or for the account of Borrower under the terms of this Mortgage or the Other Agreements as the same become due, or for any other of the Liabilities which shall become due, and without prejudice to the right of the Bank thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

6.12 No right or remedy of the Bank hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and the Bank may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law, in equity or otherwise, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Borrower hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Borrower of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Bank. No terms or conditions contained in this Mortgage may be waived, altered or changed except as evidenced in writing signed by Borrower and the Bank.

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6.13 If any rate of interest described in this Mortgage or the Other Agreements is greater than the rate of interest permitted to be charged or collected by applicable law, as the case may be, such rate of interest shall automatically be reduced to the maximum rate of interest permitted to be charged or collected by applicable law.

6.14 Any failure of the Bank to insist upon the strict performance by Borrower or any other Borrower of any of the terms and provisions of this Mortgage or the Other Agreements, shall not be deemed to be a waiver of any of the terms and provisions thereof, and the Bank, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions thereof to be performed by such party. Neither Borrower nor any other Person now or hereafter obligated for the payment of the whole or any part of the Liabilities shall be relieved of such obligation by reason of (A) the sale, conveyance or other transfer of the Mortgaged Property, (B) the failure of the Bank to comply with any request of Borrower or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or the Other Agreements, (C) the release, regardless of consideration, of the whole or any part of the collateral or security held for the Liabilities or the Covenants, or (D) any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and the Bank extending or modifying the time of payment of the Liabilities or the Covenants, without first having obtained the consent of Borrower or such other Person, and, in such case, Borrower and all such other Persons, shall continue to be liable on account of the Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by the Bank. The Bank, without notice, may release, regardless of consideration, any part of the security held for the Liabilities without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. The Bank may resort for the payment of the Liabilities to any other security therefor held by the Bank in such order and manner as the Bank may elect.

7. MISCELLANEOUS

7.1 Any and all notices, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be in writing and shall be deemed effective when delivered in accordance with the Section 6.13 of the Reimbursement Agreement.

7.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and heirs of Borrower, and the successors, parents, divisions, affiliates and assigns of the Bank. This Mortgage may not be assigned by Borrower, but may be assigned by the Bank without notice to Borrower.

7.4 This Mortgage shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such a manner as to be valid and

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enforceable under applicable law, but if any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Mortgage, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

7.5 The terms and provisions of the Other Agreements are incorporated herein by this reference thereto.

7.6 This Mortgage is given to secure, among other things, a "Revolving Credit" loan as defined in § 5 ILCS 205/4.1 of the Illinois Compiled Statutes (1992), and secures not only the Liabilities from Borrower to the Bank existing on the date hereof, but all future advances, whether such advances are obligatory, to be made at the option of the Bank, or otherwise, as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no Liabilities outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$20,000,000.00, plus interest thereon, and any disbursements made by the Bank for the payment of taxes, special assessments or insurance on the Mortgaged Property, with interest on such disbursements. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

7.7 The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

7.8 BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO BORROWER AS SET FORTH HEREIN IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

7.9 BORROWER AND THE BANK IRREVOCABLY AGREE, AND HEREBY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, WITH REGARD TO ANY LITIGATION, ACTIONS OR PROCEEDINGS ARISING FROM OR RELATING TO OR IN CONNECTION WITH THE LIABILITIES, THE COVENANTS, THIS MORTGAGE OR THE OTHER AGREEMENTS. BORROWER HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION, ACTIONS OR PROCEEDINGS FILED IN THE CIRCUIT COURT OF COOK

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COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

7.10 BORROWER AND THE BANK EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS MORTGAGE, THE LIABILITIES, THE COVENANTS OR THE OTHER AGREEMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED IN CONNECTION THEREWITH OR RELATED THERETO.

[signature page follows]

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IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered as of the day and year first above written.

INX INTERNATIONAL INK CO.,
a Delaware corporation



By: _____
Name: Bryce T. Kristo
Title: Chief Financial Officer - Senior Vice
President

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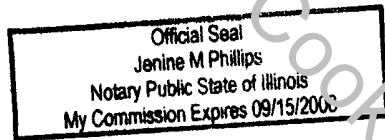
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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, Jenine Phillips, a Notary Public in and for the County and State aforesaid, do hereby certify that Bryce T. Kristo, personally known to me to be the Chief Financial Officer - Senior Vice President of INX International Ink Co., whose name is subscribed to the foregoing Mortgage and Security Agreement, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of December, 2007.

Jenine M. Phillips
Notary Public



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EXHIBIT "A" TO MORTGAGE LEGAL DESCRIPTION

LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER LOTS 1 THROUGH 10 AND OUTLOT B IN BLOCK 1, RECORDED AS DOCUMENT NUMBER 99610317, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1000 Maple
Homewood, Illinois 60430

PIN: 29-32-200-082

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EXHIBIT "B" TO MORTGAGE PERMITTED ENCUMBRANCES

1. Liens for taxes not yet due and payable;
2. Easement Declaration Statement as contained on Plat of Prairie Lakes Business Center December 5, 1996 as Document Number 96920710 and described as follows:: "All Property shown within Outlot A through Outlot C (both inclusives) together with Outlot "F" as shown hereon is common property and to be used for ingress and egress, driveways, parking, walks, lawns, recreation, drainage, all utility easement and for the common enjoyment of the property by the property owners and others as more fully provided in the declaration of covenants and restrictions placed or to be placed upon the premises (affects only that portion of the land subject to The Conservation Easement as shown on The Plat of Resubdivision recorded as Document Number 99610317, along the Northeasterly lot line).
3. Easement for Public Utilities and Drainage Over, Under, Upon, Across and Along those parts of the land as shown on Plat of Resubdivision recorded June 24, 1999 as Document 99610317 (affecting the East 10 feet and the southerly 10 feet, the West 7.5 feet of the South 511.67 feet, the North 7.5 feet of the E 261.64 feet, and a 10-foot strip near the northeasterly line of said lot, being southwesterly and adjoining the Conversation Easement as set forth on that one certain survey number 9930-101, dated September 24, 1999, and revised October 4, 1999, by Joseph A. Schudt & Associates).
4. Covenants and Restrictions (but omitting any such Covenant or Restriction based on Race, Color, Religion, Sex, Handicap, Familial Status or National Origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to land, use and building type, dwelling, cost, quality, and size, building location, lot area, and width, nuisances, temporary structures, signs, garbage and refuse disposal and other general terms contained in the document recorded January 8, 1997 as document no. 97014430 which does not contain a reversionary or forfeiture clause, and gives the village the right to enter the property to correct violations of the terms of said declaration. Note: said declaration also provides for a lien in favor of The Village of Homewood in the event the Village expends funds to maintain the Property in accord with governmental ordinances and regulations, to or to abate any violation of the terms of said declaration. The lien shall take effect upon recording a notice of lien with the Recorder of Deeds.

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