

This instrument prepared by and after recording should be returned to:

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



Doc#: 0810009067 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/09/2008 01:10 PM Pg: 1 of 22

PIN: 19-20-214-034
19-20-214-035
19-20-214-036
19-20-214-037
19-20-214-038
19-20-214-053
19-20-214-014
19-20-214-015
19-20-214-049
19-20-214-003
19-20-214-004

COMMON ADDRESS: 5757 West 65th Street
Bedford Park, Illinois 60638

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement (this "Mortgage") is executed and delivered as of the 31st day of March, 2008, by Wozniak Industries, Inc., an Illinois corporation with its principal office located at Two Mid-America Plaza, Suite 706, Oakbrook Terrace, Illinois 60181 ("Mortgagor"), to The Private Bank and Trust Company with its principal office located at 70 West Madison Street Suite 800, Chicago, Illinois 60602 ("Lender").

WITNESSETH:

WHEREAS, contemporaneously herewith, Mortgagor and Trinity Machined Products, Inc., an Illinois corporation ("Trinity") (Mortgagor and Trinity are individually a "Borrower" and collectively the "Borrowers"), have requested that Lender provide certain extensions of credit, loans or other financial accommodations to Borrowers (collectively the "Financial Accommodations"), some of which bear interest at a variable rate;

WHEREAS, the Financial Accommodations are evidenced and/or secured by, among other things, (i) that certain Loan and Security Agreement of even date herewith by and between Borrowers and Lender (as amended, renewed, restated or replaced from time to time, collectively the "Loan Agreement"); (ii) that certain Revolving Note of even date herewith executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed Sixteen Million and no/100 Dollars (\$16,000,000.00); (iii) that certain Term Note A of even date herewith executed and delivered by Borrowers to Lender in the principal amount of Six Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and no/100 Dollars (\$6,666,666.00); (iv) that certain Term Note B of even date herewith executed and delivered by Borrowers to Lender in the principal amount of Seven Million and no/100 Dollars (\$7,000,000.00); (v) that certain Assignment of Rents and Lessor's Interest in Leases of even date herewith executed and delivered by the Mortgagor to Lender; (vi) that certain

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Environmental Indemnity Agreement (Illinois) of even date herewith executed and delivered by Borrowers to Lender; and (vii) any renewals, modifications, amendments or substitutions to any of the foregoing (collectively the "Loan Documents"). Terms used but not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers provided, among other things, Mortgagor executes and delivers this Mortgage to Lender.

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 which is hereby acknowledged, Mortgagor hereby covenants unto and agrees with Lender 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 or hereafter arising covenants, duties, obligations and agreements of the Borrowers to and with Lender, whether pursuant to this Mortgage, the Other Agreements or otherwise.

"Default Rate": shall have the meaning ascribed to such term in the Loan Agreement.

"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 agreements, instruments or documents.

"Encumbrances": shall mean all liens, security interests, liabilities, claims, debts, exceptions, easements, restrictions, Charges and any other types of encumbrances.

"Environmental Indemnity Agreement (Illinois)": shall mean that certain Environmental Indemnity Agreement (Illinois) of even date herewith executed and delivered by Borrowers to Lender, as amended, renewed or replaced from time to time.

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

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

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“Leases”: shall mean all present and future leases, agreements, tenancies, licenses and franchises of or relating to the Premises, the Mortgaged Property or the Equipment, or in any way, manner or respect required, existing, used or useable in connection with the Premises, the Mortgaged Property or the Equipment, 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.

“Lender’s Lien”: shall have the meaning ascribed to such term in Section 2.3 below.

“Liabilities”: shall mean any and all debts, claims, obligations, demands, monies, liabilities, covenants or indebtedness of any and every kind or nature heretofore, now or hereafter owing, arising, due or payable from the Borrowers and/or any Borrower to Lender, however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable, undeterminable, insured and uninsured, whether pursuant to the terms and provisions of the Loan Agreement, any of the Other Agreements or otherwise.

“Mortgaged Property”: shall mean (1) the Premises; (2) the Rents; (3) the Leases; (4) the Equipment; (5) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment 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; (6) all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; and (7) all proceeds of each and every of the foregoing.

“Other Agreements”: shall mean all agreements, instruments and documents heretofore, now or from time to time hereafter executed by, or on behalf of the Borrowers and/or any Borrower and delivered to Lender, including, without limitation, each of the Loan Documents.

“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.

“Premises”: shall mean all of the real property, and all of Mortgagor’s estate, right, title and interest therein, situated, lying and being in the City of Bedford Park, County of Cook, State of Illinois, legally described on Exhibit “A” and commonly known as 5757 West 65th Street, Bedford Park, Illinois 60638, 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.

“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 Equipment.

2. LOANS, CONVEYANCE AND INTEREST RATES

2.1 TO SECURE THE FULL AND TIMELY PAYMENT AND PERFORMANCE BY THE BORROWERS OF THE LIABILITIES AND THE COVENANTS, MORTGAGOR HEREBY DOES WARRANT, GRANT, GIVE, BARGAIN, CONFIRM, ASSIGN, PLEDGE, SET OVER, TRANSFER, SELL, CONVEY, REMISE, RELEASE AND OTHERWISE MORTGAGE TO LENDER, ITS SUCCESSORS AND ASSIGNS, THE MORTGAGED PROPERTY, WHETHER REAL, PERSONAL OR MIXED.

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Notwithstanding anything contained herein to the contrary, the Liabilities hereunder shall in no event exceed Sixty Million and no/100 Dollars (\$60,000,000.00).

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 and performance by the Borrowers of the Liabilities and the Covenants, including, without limitation, the Liabilities evidenced by this Mortgage and the Other Agreements, Mortgagor hereby grants to Lender a security interest and lien in and to the Mortgaged Property.

2.3 Upon request by Lender, at Mortgagor's sole cost and expense, Mortgagor will promptly make, execute and deliver or will cause to be made, executed and delivered to or for the benefit of Lender, in form and substance acceptable to Lender, 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 Mortgagor to Lender upon the Mortgaged Property (collectively the "Lender's Lien").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 The Mortgagor represents, warrants and covenants unto Lender as follows:

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

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

(C) The execution, delivery and performance by Mortgagor 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, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor now is or hereafter shall become a party or by which Mortgagor or any of the Mortgaged Property is or hereafter shall become bound.

(D) Mortgagor shall timely file all federal, state and other governmental tax and similar returns which Mortgagor 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 Mortgagor shall maintain adequate reserves in an amount to pay fully all such liabilities which hereafter may accrue.

(E) All of the Leases, if any, are and shall remain genuine, in all respects what they purport to be, 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 Mortgagor to Lender in writing, no advance payments have been or shall be made thereunder.

(F) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, adversely affect the Mortgaged Property, the Lender's Lien, the collectibility or the

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ability of Borrowers to repay the Liabilities or the financial condition of Borrowers or the operation or business thereof.

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

(H) Borrowers are and shall continue to be in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims and Encumbrances thereon or thereto except for Permitted Encumbrances.

(I) The Mortgaged Property is not being used, and shall not be used, 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. To Mortgagor's knowledge, Borrowers have all required permits, certificates, consents and approvals required under any applicable environmental, health or safety laws, rules or regulations. Borrowers are and shall remain in compliance with all applicable environmental, health and safety laws, rules or regulations in connection with the use of the Mortgaged Property. Mortgagor shall immediately provide Lender a copy of any administrative, civil or criminal complaint received by any Borrower alleging (i) violations of environmental, health and safety statutes, ordinances or regulations, or (ii) bodily injury or property damage arising from Borrowers' operations or Borrowers' ownership of the Mortgaged Property.

(J) There are no past due assessments in connection with the Mortgaged Property nor any assessment liens arising from the non-payment of any such assessments.

3.2 Mortgagor further represents, warrants and covenants unto Lender as follows:

(A) Mortgagor 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 Encumbrances, except for the Lender's Lien and those Encumbrances described on Exhibit "B" to this Mortgage (collectively the "Permitted Encumbrances").

(B) Mortgagor will (i) not materially change the use or character of or abandon the Mortgaged Property, except as approved by Lender in writing, (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 Equipment to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Mortgagor shall not remove any trade fixture or demolish any building or improvement located in or on the Premises without the Lender's prior written consent. Mortgagor 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 which in the reasonable opinion of Lender diminishes its value. Subject to the provisions of subparagraphs 4.3 and 4.5(A) of this Mortgage, if Lender elects to make all or a portion of any insurance, eminent domain or condemnation proceeds available to Mortgagor, Mortgagor shall promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Mortgagor shall comply with all laws and municipal ordinances governing the Mortgaged Property and the use thereof.

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(C) Mortgagor shall fully and timely pay and discharge or cause to be paid and discharged, 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. Mortgagor shall, immediately upon the Lender's request, deliver to Lender receipts evidencing payment thereof or partial payment thereof, if payable in installments, at least thirty (30) days before delinquency; provided, however, that Mortgagor 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) Mortgagor establishes with Lender, adequate reserves to cover such contested Charges, and (ii) either such contest will not affect the priority or value of the Lender's Lien on the Mortgaged Property or Mortgagor otherwise takes steps acceptable to Lender in its sole discretion to protect the priority and value of the Lender'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, Mortgagor will pay for the same, together with any interest or penalties imposed in connection therewith.

(D) Except for the Lender's Lien and the Permitted Encumbrances, Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances of any and every kind and nature including, without limitation, mechanics' liens and other similar liens or claims for liens. Mortgagor 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 Lender, shall deliver to Lender evidence satisfactory to Lender of the payment and discharge thereof. If, in accordance with the terms of this Mortgage, Lender makes payment of any such Encumbrance, Lender shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(E) Mortgagor shall not, at any time or times hereafter, pledge, hypothecate, encumber, sell, permit or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor'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, necessary to any present or future building or improvement on the Premises, are and will be owned free and clear of all Encumbrances, except for the Lender's Lien and the Permitted Encumbrances, and Mortgagor will not acquire any such property subject to any Encumbrance, except for the Lender's Lien and the Permitted Encumbrances.

3.3 If Mortgagor fails to (A) keep the Mortgaged Property in good operating condition and repair or to 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 Encumbrances as herein agreed, or upon an Event of Default, Lender, in its sole discretion, may cause such repairs or replacements to be made, obtain such insurance or pay and discharge such Encumbrances. Any amounts paid by Lender in taking such action together with interest thereon at the Default Rate shall be due and payable by Mortgagor to Lender 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 Lender shall not be deemed to relieve Mortgagor from any Event of Default hereunder or impair any of the Lender's rights or remedies. The exercise of the right to take such action shall be optional with Lender and not obligatory upon Lender, and in no event whatsoever, shall Lender be liable to Mortgagor for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Lender may rely upon any bills delivered to it by Mortgagor 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 Mortgagor hereby represents and warrants that all of the Leases set forth on Exhibit "C" attached hereto have been fully executed by the parties thereto and are fully enforceable in accordance with the terms thereof.

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3.5 Mortgagor covenants unto Lender that it will deliver to Lender such information, financial or otherwise, as Lender requests from time to time, which information shall be in form and substance acceptable to Lender.

4. TAXES, INSURANCE AND CONDEMNATION

4.1 Mortgagor represents, warrants and covenants unto Lender as follows:

(A) Mortgagor, at all times, shall keep and maintain, or cause to be kept and maintained, 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 Lender from time to time may require with insurance companies, and in form, amounts and for such periods as are satisfactory to Lender, 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 Lender, standard mortgagee loss payable clauses naming Lender as a loss payee and additional insured, together with a standard waiver of subrogation endorsement and shall be delivered to Lender, with premiums therefor paid in full by Mortgagor. All policies shall provide that the insurer may not cancel same without thirty (30) days prior written notice to Lender. Mortgagor will provide immediate written notice to Lender of any loss or damage to the Mortgaged Property caused by any casualty. In case of insurance policies about to expire, Mortgagor will, upon the Lender's request, deliver to and deposit with Lender renewal policies not less than thirty (30) days prior to the respective dates of expiration and receipts for the payment of the premiums on all policies and renewals thereof. 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 Mortgagor in and to any policies then in force shall pass to the purchaser, grantee or assignee.

4.2 Mortgagor hereby authorizes Lender:

- (A) to settle and compromise all claims under all insurance policies;
- (B) to demand and receive all monies becoming due or payable under all insurance policies;
- (C) to execute, in the name of Mortgagor or the name of Lender, 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, Mortgagor acknowledges and agrees that the proceeds of any of the insurance policies shall be paid by the insurer to Lender and Lender 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 Mortgagor 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

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payments required to be made by Mortgagor to Lender 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 Borrowers continue paying or cause to be paid 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 Lender 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 Lender in connection with the collection of the proceeds of such policies.

4.4 Mortgagor further represents, warrants and covenants unto Lender as follows:

(A) Upon request by Lender at any after the occurrence and during the continuation of an Event of Default, Mortgagor shall make monthly deposits to Lender in an amount 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 then exists, and no event which with notice, lapse of time or both would become an Event of Default, Lender shall pay when and to whom due and payable under applicable law, all of the aforesaid Charges from the monies deposited pursuant to this Paragraph 4.4(A). Notwithstanding the foregoing, Lender does not assume any of Mortgagor's obligations under said laws to make such payments and nothing contained in this Mortgage or the Other Agreements shall require Lender to perform any such obligations of Mortgagor. Upon the occurrence of an Event of Default under this Mortgage, Lender 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 monies deposited pursuant to 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, Mortgagor shall deposit with Lender such additional monies as are necessary to pay, in full, such Charges.

(C) Upon request by Lender, Mortgagor shall establish with Lender an insurance escrow for deposit of funds for the payment of insurance premiums for all insurance policies required to be obtained and maintained by Mortgagor, whether pursuant to this Mortgage, the Other Agreements or otherwise. Such insurance escrow shall be in such amount as is satisfactory to satisfy the required premiums under such policies as reasonably estimated by Lender, and shall be subject to such other terms and conditions as Lender, in its sole and absolute discretion, may determine.

4.5 Mortgagor further represents, warrants and covenants unto Lender as follows:

(A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor 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 Lender as additional security for the full and timely payment and performance by Borrowers of the Liabilities and the Covenants and

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the full and timely payment and performance by Borrowers of the Liabilities, and for such purpose, Mortgagor hereby grants to Lender a security interest therein.

(B) Lender is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards and to give proper receipts therefor whether in Mortgagor's name, in the Lender's name or in both names, and may, in the Lender's sole and absolute discretion, after deducting all costs of collection, including, but not limited to, attorneys' fees:

(1) 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 Borrowers to Lender under this Mortgage or the Other Agreements;

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

(3) make available to Mortgagor all or a portion of such proceeds to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Lender; or

(4) require that Borrowers continue to pay or cause to be paid the Liabilities, as and when due and payable notwithstanding any loss of use of all or any part of the Mortgaged Property.

(C) Mortgagor, promptly after request by Lender, shall make, execute and deliver or cause to be made, executed and delivered to or for the benefit of Lender any and all assignments and other instruments sufficient to assign, and cause the payment directly to Lender of, all such awards, free and clear of all Encumbrances, except for the Lender's Lien and the Permitted Encumbrances. 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, Borrowers shall continue to pay or cause to be paid all of the Liabilities as and when due and payable. If, prior to the receipt by Lender 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, Lender 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 Lender in connection with the collection of such award or payment.

(D) In the event the Mortgagor either fail to provide Lender with evidence of the insurance coverage required by this Section or at any time hereafter shall fail to obtain or maintain any of the policies of insurance required above, or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligation or default by the Mortgagor hereunder, may at any time (but shall be under no obligation to so act), obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto, which Lender deems advisable. This insurance coverage (a) may, but need not, protect the Mortgagor's interests in such property, including the Mortgaged Property, and (b) may not pay any claim made by, or against, the Mortgagor in connection with such property, including the Mortgaged Property. The Mortgagor may later cancel any such insurance purchased by Lender, but only after providing Lender with evidence that the Mortgagor has obtained the insurance coverage required by this Section. If Lender purchases insurance for the Mortgaged Property, the Mortgagor will be responsible for the costs of that insurance, including interest and any other charges that may be imposed with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the principal amount of the Loans owing by Borrowers to Lender. The costs of the insurance may be more than the cost of the insurance the Mortgagor may be able to obtain on its own.

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5. LEASES AND RENTS

5.1 Provided an Event of Default does not exist under this Mortgage or the Other Agreements, Mortgagor 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, Lender, or any of the Lender'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 Mortgagor, Lender, a nominee of Lender or in any or all of said names.

5.3 Unless Lender agrees otherwise in writing, Mortgagor shall: (A) promptly upon Mortgagor's receipt or learning thereof, inform Lender, 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 Mortgagor's receipt or learning thereof, furnish to and inform Lender of all adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.4 Upon demand therefor by Lender, Mortgagor shall deliver to Lender, in form and substance acceptable to Lender, a detailed certified rent roll of all the Leases and such other matters and information relating thereto as Lender may request.

5.5 Mortgagor acknowledges and agrees that:

(A) Mortgagor shall deliver to Lender true, accurate and complete copies of the Leases, in form and substance acceptable to Lender, with appropriate endorsement or other specific evidence of assignment thereto to Lender, which endorsement or assignment shall be in form and substance acceptable to Lender.

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

(C) Mortgagor shall irrevocably direct all obligors of the Leases to make, upon the occurrence of an Event of Default, all payments under the Leases directly to Lender.

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

(E) Upon the occurrence of an Event of Default, Lender may (1) demand payment of the Rents and performance of the Leases; (2) enforce payment of the Rents and performance of the Leases by legal proceedings or otherwise; (3) exercise any or all of Mortgagor's rights, interests and remedies in and under the Leases and to collect the Rents; (4) settle, adjust, compromise, extend or renew the Leases or the Rents; (5) settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (6) take possession, in any manner, of the Rents; (7) prepare, file and sign Mortgagor's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against any obligor of the Leases;

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(8) endorse the name of Mortgagor upon any payments or proceeds of the Rents and deposit the same to the account of Lender; and (9) do all acts and things necessary, in the Lender's discretion, to carry out any or all of the foregoing.

(F) All of the foregoing payments and proceeds received by Lender shall be utilized by Lender, at its election and in its discretion, for any one or more of the following purposes: (1) to be held by Lender as additional collateral for the payment of the Liabilities; (2) to be applied against the Liabilities in such manner as Lender may determine in its sole and absolute discretion; (3) to be applied against the Covenants, or the operation or business thereof as Lender, at its election, shall determine; or (4) to be remitted to Mortgagor.

6. EVENT OF DEFAULT

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

- (A) Borrowers fail to fully and timely pay any of the Liabilities, when due and payable or declared due and payable;
- (B) Borrowers fail or neglect to perform, keep or observe any of the Covenants;
- (C) any representation, warranty, statement, report or certificate made or delivered by a Mortgagor, or any of its officers, employees, or agents, to Lender is not true and correct, whether made in this Mortgage, the Other Agreements or otherwise; or
- (D) the occurrence of an "Event of Default" (as defined in the Loan Agreement).

6.2 Upon the occurrence of an Event of Default, without further notice to or demand of any Borrower, all of the Liabilities shall become immediately due and payable, and Lender, in its discretion and at its election, may do any one or more of the following:

(A) Without notice to Borrower, accelerate the maturity of the Liabilities and/or foreclose upon the Lender's Lien and exercise any rights or remedies granted to Lender under this Mortgage, the Other Agreements, or provided by law, in equity or otherwise. Upon the occurrence of 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 therefore, manage, control and operate the Mortgaged Property as fully as Mortgagor might do if in possession thereof, including, but not limited to, the making of all repairs and replacements deemed necessary by Lender 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, as Lender shall determine in its sole discretion. At the option of Lender, 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. Mortgagor agrees to surrender possession of the Mortgaged Property to Lender immediately upon the occurrence of an Event of Default. If Mortgagor shall remain in physical possession of the Mortgaged Property, or any part thereof, after the occurrence of an Event of Default, such possession shall be as a tenant at sufferance of Lender, and Mortgagor agrees to pay to Lender, or to any receiver appointed as provided below, after the occurrence of an Event of Default, a monthly rental for the Mortgaged Property, or the part thereof so occupied by Mortgagor to be applied as provided above in the first

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sentence of this Subparagraph, and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all, or any part of, the Mortgaged Property, said monthly rental shall be in amounts established by Lender in its discretion. This covenant shall be effective irrespective of (1) whether any foreclosure proceeding shall have been instituted, and (2) 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 Lender, Lender shall have the right, either before or after sale, without notice and without requiring bond, as notice and bond are hereby expressly waived by Mortgagor, and without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the 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 Mortgagor, 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 Lender commences any suit to foreclose this Mortgage, Lender shall have the right to apply to the court in which such proceedings are pending for entry of an order placing Lender in possession of the Mortgaged Property. If an order is entered placing Lender in possession of the Mortgaged Property, Lender 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 Lender 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 Lender, 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 Lender in possession in accordance with Section 7.1 of this Mortgage. If Mortgagor shall remain in physical possession of the Mortgaged Property after entry of an order placing Lender in possession, Mortgagor's possession shall be as a tenant at sufferance of Lender, and Mortgagor agrees to pay to Lender, or to any other Person authorized by Lender, after entry of such order, a monthly rental for the Mortgaged Property, or the part thereof so occupied by Mortgagor to be applied as provided above in the first sentence of Paragraph 6.2(B) and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Mortgagor may be dispossessed by the usual summary proceedings. If Mortgagor shall so remain in possession of all or of any part of the Mortgaged Property, said monthly rental shall be in amounts established by Lender 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 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 Paragraph 6.4 below; (B) receivers' fees; (C) any and all expenditures which may be paid or incurred by or on behalf of Lender 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

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expenses which Lender 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 Lender's payment thereof until repaid to Lender.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Lender 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 Lender 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 Lender'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 Lender's payment thereof until paid.

6.5 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 Paragraph 6.3 and 6.4 above, second, to the balance of the Liabilities and third, the surplus, if any, to Mortgagor.

6.6 If Lender commences judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of itself, its successors and permitted assigns, and each and every Person which Mortgagor 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.

6.7 Lender 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 the Borrowers 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 Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

6.8 No right or remedy of Lender hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law, in equity or otherwise, but is cumulative and in addition thereto and Lender 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 Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Mortgagor 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 Lender. No terms or conditions contained in this Mortgage may be waived, altered or changed except as evidenced in writing signed by Mortgagor and Lender.

6.9 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

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automatically be reduced to the maximum rate of interest permitted to be charged or collected by applicable law.

6.10 Any failure of Lender to insist upon the strict performance by Mortgagor 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 Lender, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions thereof to be performed by such party. Neither Mortgagor 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 Lender to comply with any request of Mortgagor 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, the Covenants or the Liabilities, or (D) any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Lender extending or modifying the time of payment of the Covenants or the Liabilities, without first having obtained the consent of Mortgagor or such other Person, and, in such case, Mortgagor 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 Lender. Lender, 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. Lender may resort for the payment of the Liabilities to any other security therefor held by Lender in such order and manner as Lender 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 delivered in accordance with, and deemed effective as set forth in, the Loan 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 of Mortgagor, and the successors, parents, divisions, affiliates and assigns of Lender. This Mortgage may not be assigned by Mortgagor, but may be assigned by Lender without notice to Mortgagor.

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 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 This Mortgage is given to secure, among other things, the Liabilities. This Mortgage shall secure not only presently existing indebtedness under the Other Agreements and the Loan Documents, but also future advances, whether such advances are obligatory, to be made at the option of Lender or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its

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filing for record in the Cook County, Illinois Recorder's Office. The total amount of the indebtedness secured hereby, including, but not limited to, any disbursements which Lender may make under this Mortgage, the Other Agreements and the Loan Documents, at any one time outstanding shall not exceed the principal amount of Sixty Million and no/100 Dollars (\$60,000,000.00), plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Mortgaged Property, and any other costs, fees, expenses or other indebtedness owed by Mortgagor to Lender pursuant to this Mortgage or the Other Agreements. 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.

7.6 Mortgagor agrees to pay, upon demand, all fees, costs and expenses incurred by Lender, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery and administration of this Mortgage and the other agreements, documents and instruments executed and delivered in connection herewith or pursuant hereto.

7.7 (A) Lender shall not be required or obligated to take any of the following action prior to pursuing any rights or remedies Lender may have under this Mortgage, whether against Mortgagor, the Mortgaged Property or otherwise: (1) take any action to collect from, or to file any claim of any kind against Borrowers, any guarantor, or any other person or entity liable, jointly or severally, for the full and timely performance of the Covenants, the full and timely payment of any of the Liabilities or for the full and timely payment or performance of the Liabilities; (2) take any steps to protect, enforce, take possession of, perfect any interest in, foreclose or realize on any collateral or security securing the Covenants or the Liabilities; or (3) in any other respect, exercise any diligence whatsoever in enforcing, collecting or attempting to collect any of the Liabilities by any means.

(B) Mortgagor unconditionally and irrevocably waives each and every defense which would otherwise impair, restrict, diminish or affect any of the Liabilities or the Lender's rights and remedies hereunder, including, without limitation, any suretyship defenses. Without limiting the foregoing, Lender shall have the exclusive right from time to time without impairing, restricting, diminishing or affecting any of the Liabilities or the Lender's rights and remedies hereunder and without notice of any kind to Mortgagor, to (1) provide additional financial accommodations to Borrowers; (2) accept partial payments on the Liabilities; (3) take and hold collateral or security to secure the Covenants or the Liabilities, or take any other guaranty to secure the Covenants, or the Liabilities; (4) in its sole discretion, apply any such collateral or security, and direct the order or manner of sale thereof, and the application of the proceeds thereof; (5) release any guarantor or co-obligor of the Liabilities; and (6) settle, release, compromise, collect or otherwise liquidate the Liabilities or exchange, enforce, sell, lease, use, maintain, impair and release any collateral or security therefor in any manner, without affecting or impairing any of the Lender's rights under this Mortgage.

(C) Mortgagor hereby unconditionally waives (1) notice of any default by Borrowers in the full and prompt payment or performance of the Liabilities, and (2) presentment, notice of dishonor, protest, demand for payment and any other notices of any kind.

(D) Mortgagor assumes full responsibility for keeping informed of (1) the financial condition of Borrowers; (2) the extent of the Liabilities; and (3) all other circumstances bearing upon Borrowers or the risk of non-payment of the Liabilities. Mortgagor agrees that Lender shall have no duty or obligation to advise, furnish or supply Mortgagor of or with any information known to Lender, including, but not limited to, the financial condition of Borrowers, any other circumstances relating to non-payment of the Liabilities or otherwise. If Lender, in its sole discretion, provides any advice or information to Mortgagor, Lender shall be under no obligation to investigate the matters contained in such advice or information, or to correct such advice

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or information if Lender thereafter knows or should have known that such advice or information is misleading or untrue, in whole or in part, or to update or provide any other advice or information in the future.

(E) Mortgagor acknowledges and agrees that Mortgagor may have a right of indemnification, subrogation, contribution and reimbursement from Borrowers, Lender, or any guarantor of the Liabilities. Mortgagor understands the benefits of having such rights, including, but not limited to, (1) Mortgagor's right to reimbursement from Borrowers of all monies expended for the payment of the Liabilities; and (2) Mortgagor's subrogation to the rights of Lender after payment of the Liabilities. Mortgagor knowingly and voluntarily waives, releases and relinquishes Mortgagor's rights of indemnification, subrogation, contribution and reimbursement from Lender or any other party.

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

7.9 All references to "Borrowers" and "Borrower" shall mean Mortgagor and Trinity, both individually and collectively and jointly and severally.

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

7.11 MORTGAGOR 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 MORTGAGOR AS SET FORTH HEREIN IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

7.12 MORTGAGOR AND LENDER 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. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION, ACTIONS OR PROCEEDINGS FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

7.13 MORTGAGOR AND LENDER 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.

WOZNIAK INDUSTRIES, INC.,
an Illinois corporation

By: Edward F. Wozniak
Name: Edward F. Wozniak
Title: CEO

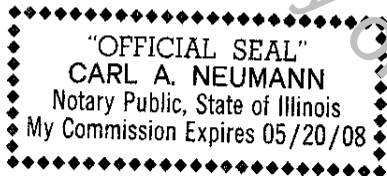
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STATE OF ILLINOIS)
) S.S.
COUNTY OF DUPAGE)

I, CARL A. NEUMANN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD NOZNIK who is personally known to me to be the CEO of WOZNAK INDUSTRIES, INC., an Illinois corporation, and the same person whose name is subscribed to the foregoing Mortgage and Security Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2008.



Carl A. Neumann
Notary Public

My commission expires:
05/20/08

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EXHIBIT "A" TO MORTGAGE AND SECURITY AGREEMENT

LEGAL DESCRIPTION

PARCEL 9:

Lots 34, 35, 36, 37 and 38 in Block 4 in Second Addition to Clearing, a subdivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 10:

The West 150 feet of Lot "E" in First Industrial Subdivision, Clearing, Illinois, a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 11:

Lot 12 (Except that part lying Southwest of a curved line convex Southwest with a radius of 227 feet being tangent to the West line of said Lot 12, 157 feet North of the Southwest corner thereof and running thence Southeasterly to an intersection with the South line thereof) in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 12:

That part of Lot 12 in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of Lot 12, aforesaid; thence North on the West line thereof 157 feet, to a point of tangent of a curve convex Southwest, having a radius of 227 feet; thence Southeasterly along said curve an arc distance of 173.51 feet, to its intersection with South line of said Lot 12; thence West on the South line of Lot 12, 63.14 feet, to point of beginning, in Cook County, Illinois.

PARCEL 13:

That part of Lots 14 and 15 and Lot "F" in First Industrial Subdivision, Clearing, Illinois, a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Lot "F" aforesaid; thence East long the North line of Lot 15 aforesaid, a distance of 150.0 feet to the Southeast corner of Lot 12 in First Industrial Subdivision aforesaid; thence South along the Southerly extension of the East line of said Lot 12, a distance of 24.58 feet to a line that is 9.0 feet Northwesterly of the center line of a railroad track; thence Southwesterly along said line a distance of 9.65 feet to its intersection of the South line of the North 30.0 feet of Lot 15 aforesaid; thence West along said South line a distance of 229.90 feet to a curved line that is 9.0 feet Southeasterly of and concentric with a railroad track; thence Northeasterly along said curved line, convex Southeasterly, having a radius of 261.0 feet, for an arc distance of 202.07 feet to the East line of Lot "F" aforesaid; thence South along said East line for a distance of 146.50 feet to the point of beginning, in Cook County, Illinois.

PARCEL 14:

Lot 13 (Except that part of the South 200 feet thereof lying Westerly of the East 32 feet of said South 200 feet)

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and that part of Lot 14 lying Northeast of a curved line convex Northeast with a radius of 232 feet, running from a point in North line of said Lot 14, 85 feet West of the Northeast corner thereof to a point in the East line thereof 120 feet South of the Northeast corner thereof, in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 15:

The South 200 feet of Lot 13 (Except the East 32 feet thereof) in First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East 1277 feet of the South 1/2 of the North East 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

NOTE: PARCELS 5 AND 6 BOTH INTENTIONALLY OMITTED.

PARCEL 16:

Easement for ingress and egress for the benefit of parcels 10, 11, 12, and 13 over the West 350 feet of Lot "E" in the First Industrial Subdivision, Clearing, Illinois, being a subdivision of the East twelve hundred seventy-seven feet of the South half (S1/2) of the North East quarter (NE 1/4) of Section 20, Township thirty eight (38) North, range thirteen (13) East of the Third Principal Meridian, Cook County, Illinois, as created by deed recorded as Document 5362183, except that part falling in Parcel 10.

PIN: 19-20-214-034
 19-20-214-035
 19-20-214-036
 19-20-214-037
 19-20-214-038
 19-20-217-053
 19-20-217-014
 19-20-217-015
 19-20-217-049
 19-20-217-003
 19-20-217-004

COMMON ADDRESS: 5757 West 65th Street
 Bedford Park, Illinois 60638

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EXHIBIT B TO MORTGAGE AND SECURITY AGREEMENT
PERMITTED ENCUMBRANCES

1. TAXES NOT YET DUE AND PAYABLE.
2. COVENANTS AND RESTRICTIONS CONTAINED IN DEED RECORDED FEBRUARY 24, 1914, AS DOCUMENT NUMBER 5362183 (AFFECTS PARCEL 11).
3. COVENANTS AND RESTRICTIONS CONTAINED IN DEED RECORDED JANUARY 14, 1920, AS DOCUMENT NUMBER 6715632 (AFFECTS PARCELS 14 AND 15).
4. RIGHTS OF WAY FOR RAILROADS, SWITCH TRACKS OR SPUR TRACKS, IF ANY.
5. INFORMATION AND DISCLOSURES CONTAINED IN ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY RECORDED JUNE 12, 1991, AS DOCUMENT NUMBER 91283339.

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EXHIBIT 'C' TO MORTGAGE AND SECURITY AGREEMENT
LEASES

None.

Doc ID: 4688274.2

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