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2901 North Central Avenue
Suite 1644
Phoenix, Arizona 85012-2736



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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Mortgagee: FINOVA Realty Capital Inc.

Mortgagor: LINCOLN MALL LLC

Date: December 16, 1998

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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage"), is made and effective as of the 16th day of December, 1998 by LINCOLN MALL LLC, a Delaware limited liability company (referred to herein as "Mortgagor"), which maintains its principal place of business at 1981 North Broadway, Suite 415, Walnut Creek, California 94956, to FINOVA Realty Capital Inc., a Delaware corporation (hereinafter referred to as "Mortgagee") whose address is 1850 N. Central Avenue, Phoenix, Arizona 85002, Attn: Chief Counsel; and 19900 MacArthur Blvd., Suite 1100, Irvine, California 92612.

WITNESSETH:

WHEREAS, concurrently with the execution and delivery hereof, Mortgagor as Borrower has executed and delivered to Mortgagee as Lender that certain Promissory Note in the aggregate principal amount of TWENTY FIVE MILLION FIFTY-SIX THOUSAND AND NO/100 Dollars (\$25,056,000.00) (the "Note"), representing the maximum outstanding principal balance of a loan from Mortgagee to Mortgagor for the acquisition and improvement of Lincoln Mall, including the property which is owned by Mortgagor and is the subject of this Mortgage, all as more particularly set forth in that certain Loan Agreement of even date herewith between Mortgagor and Mortgagee (the "Loan Agreement"); and

WHEREAS, Mortgagor and Mortgagee desire and intend that the Note and all of Mortgagor's obligations under the Loan Agreement and any and all documents executed in connection therewith (collectively, the "Loan Documents") be secured by, inter alia, this Mortgage and all other documents and agreements given as security for the Note and the Loan Documents, which together with this Mortgage are hereinafter referred to collectively as the "Security Documents" and sometimes singularly as a "Security Document"); and

WHEREAS, all acts and proceedings required by law necessary to make the Note, the Loan Documents and the Security Documents the valid, binding, and legal obligations of Mortgagor; and, subject to recording, all acts and proceedings required by law to constitute this Mortgage a valid and binding first mortgage as security for the Note, the Loan Documents and for the performance of the undertakings expressed herein and therein have been done and taken; and the execution and delivery by Mortgagor of the Note, the Loan Documents and the Security Documents have been in all respects duly authorized;

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NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

GRANTING CLAUSE

That, in order to secure (i) the payment of the principal, interest, and any and all other charges under the Note, (ii) the payment of any and all other indebtedness of Mortgagor to Mortgagee, of whatever nature, whether direct, indirect, or contingent, joint and/or several, whether incurred heretofore, herewith, or hereafter, and (iii) the performance and observance by Mortgagor of each and every term, covenant, agreement, and condition contained herein, in the Note, in the Loan Documents, in the Security Documents, and in all other agreements between Mortgagor and Mortgagee whether now or at any time hereafter existing (all of which payment and performance obligations of Mortgagor shall hereinafter be referred to as the "Obligations"), and in consideration of the acceptance by Mortgagee of the Note and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, Mortgagor has granted, bargained, sold, released, remised, transferred, mortgaged, conveyed, pledged, assigned, warranted, and granted a security interest in, WITH THE POWER OF SALE, and by these presents does hereby bargain, sell, release, remise, transfer, mortgage, convey, pledge, assign, warrant, and grant a security interest in, WITH THE POWER OF SALE, unto Mortgagee, its successors and assigns, forever, all and singular the following described properties (hereinafter collectively referred to as the "Premises"), all of which properties are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily, to-wit:

A. The real estate which is listed, described, and set forth in Exhibit "A", which is attached hereto and hereby incorporated herein (which real estate, together with any and all easements, rights-of-way, licenses, privileges, water and water rights, and appurtenances thereto and any and all other real estate which may at any time hereafter be conveyed by Mortgagor to Mortgagee as security for the Note, is hereinafter referred to as the "Land");

B. All right, title, and interest of Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys, and other public thoroughfares, bordering on or adjacent to the Land, together with all right, title, and interest of Mortgagor to the land lying within such highways, roads, streets, alleys, and other public thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares, and all strips and gores adjoining or within the Land or any part thereof;

C. All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on any portion of the Land and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof;

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D. All right, title, and interest of Mortgagor in and to all fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or at any time hereafter installed or located on or used or usable in connection with the Land or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by Mortgagor, including, but not limited to, all accessories, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, communicating, and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, and escalators, and the machinery, appliances, fixtures, and equipment pertaining thereto, together with all products and proceeds thereof, all of which fixtures, furnishings, furniture, equipment, machinery, and other property shall be deemed to be part of the Premises. It is the intention hereof that all property of the kind and character described in this subparagraph (D), including without limitation the specific property described on Exhibit "B" attached hereto and incorporated herein by this reference, which Mortgagor now owns, and all of such property which it may hereafter acquire, together with all products and proceeds thereof, shall be subject to the lien and security interest of this Mortgage with like effect as if now owned by Mortgagor and as if covered and conveyed hereby by specific and apt descriptions;

E. Any and all of Mortgagor's accounts and rights to the payment of money, including without limitation, all revenues of any sort, payment for goods sold or leased or for services rendered, whether or not Mortgagor has earned such payment by performance, and rights to payment arising out of all present and future debt instruments, bank accounts (including the Reserve Account identified in the Loan Agreement) chattel paper and loans and obligations receivable, together with all of Mortgagor's general intangibles, including without limitation all customer lists, trademarks, tradenames and copyrights now or hereafter used in connection with the Premises or the operation of Mortgagor's business thereon;

F. All rights, privileges, permits, licenses, contracts, authorizations, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Land or any property or interest now or at any time hereafter comprising a part of the Premises or interests subject to this Mortgage; all right, title, and interest of Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders to all or any part of the Land and other property and interests subject to this Mortgage, and all rents, income, issues, profits, royalties and revenues derived from or belonging to all or part of the Land and other property and interests subject to this Mortgage, or any part thereof or the operation of Mortgagor's business thereon; and all rights, whether now or at any time hereafter existing, of Mortgagor, under, pursuant to, or in connection with any and all existing and future leases of and other agreements affecting all or any part of the Land and other property and interests subject to this Mortgage;

G. Any and all real estate and other property whether now owned or hereafter acquired by Mortgagor, which may, from time to time after the execution of this Mortgage, by delivery or by writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, assigned, or transferred by Mortgagor or by anyone in its behalf or with its consent to Mortgagee as and for additional security for the payment of the Note;

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H. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to this Mortgage into cash, liquidated claims or other property, including without limitation by reason of specification, all proceeds of insurance and all awards and payments, including interest thereon, which may be made in respect of all or any part of the Land or other property and interests subject to this Mortgage, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Land or other property and interests subject to this Mortgage, the exercise of the right of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Land or other property and interests subject to this Mortgage, or any other injury to or decrease in the value of all or any part of the Land or other property and interests subject to this Mortgage, to the extent of all amounts which may be secured by this Mortgage, which said proceeds of insurance and awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive such awards and to give receipts and acquittances therefor and to apply the same or any part thereof toward the payment of indebtedness secured hereby; and Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said proceeds, awards and payments to Mortgagee, free, clear and discharged of any encumbrances of any kind or nature, whatsoever;

I. All books and records and other instruments and documents of title pertaining to the Premises;

TO HAVE AND TO HOLD all of the Premises hereby conveyed and assigned, or intended or entitled so to be, unto Mortgagee, its successors and assigns, forever, together with all rights to possession of the Premises after the occurrence of any Event of Default (as hereinafter defined); the Mortgagor hereby releasing and waiving any rights under and by virtue of the homestead exemption laws of the States of Arizona and Illinois;

MORTGAGOR HEREBY REPRESENTING AND WARRANTING TO AND COVENANTING WITH Mortgagee, its successors and assigns, that:

1. Mortgagor has good and indefeasible title to the Premises in fee simple, and such fee simple interest is free and clear of all liens, charges, and encumbrances, whatever, except those matters set forth in Exhibit "C", which is attached hereto and hereby incorporated herein (the "Permitted Encumbrances");
2. The lien and security interest created by this Mortgage are and will be kept a first lien and security interest upon the Premises, subject only to the Permitted Encumbrances, and Mortgagor will forever warrant and defend the same to Mortgagee, its successors and assigns, against any and all claims and demands whatever; and
3. Except as disclosed in the rent roll for the Premises and the estoppels from tenants delivered to and approved by Mortgagee, (a) Mortgagor is the sole owner of the entire lessor's interest in the leases of the Premises; (b) the leases of the Premises are valid and enforceable and in full force and effect; (c) all of the leases of the Premises are arms-length agreements with bona fide, independent third parties; (d) no party under any lease of the Premises is in

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default; (e) all rents due thereunder have been paid in full; (f) the terms of all alterations, modifications and amendments to the leases of the Premises are reflected in the certified occupancy statement delivered to and approved by Mortgagee; (g) none of the rents reserved in the leases of the Premises have been assigned or otherwise pledged or hypothecated; (h) none of the rents from the leases of the Premises have been collected for more than one (1) month in advance (except a security deposit shall not be deemed rent collected in advance); (i) the Premises demised under the leases of the Premises have been completed and the tenants under the leases of the Premises have accepted the same and have taken possession of the same on a rent-paying basis; (j) there exist no offsets or defenses to the payment of any portion of the rents under the leases of the Premises; (k) *Mortgagor has received no notice from any tenant challenging the validity or enforceability of any lease of the Premises;* (l) there are no agreements with the tenants under the leases of the Premises other than expressly set forth in each lease of the Premises; (m) the leases of the Premises are valid and enforceable against Mortgagor and the tenants set forth therein; (n) no lease of the Premises contains an option to purchase, right of first refusal to purchase, or any other similar provision; (o) no person or entity has any possessory interest in, or right to occupy, the Premises except under and pursuant to a lease; (p) each lease of the Premises is subordinate to this Mortgage, either pursuant to its terms or a recordable subordination agreement; (q) no lease of the Premises has the benefit of a non-disturbance agreement that would be considered unacceptable to prudent institutional lenders; (r) all security deposits relating to the leases of the Premises reflected on the certified rent roll delivered to Mortgagee have been collected by Mortgagor; and (s) no brokerage commissions or finders fees are due and payable regarding any lease of the Premises.

PROVIDED ALWAYS, and upon the express condition that, if all of the principal and interest and other charges, if any, under the Note and Loan Agreement shall be paid and discharged in accordance with the terms and conditions therein contained, and if all other agreements and Obligations of Mortgagor under the Note, the Loan Documents, this Mortgage, the Security Documents, and all other agreements between Mortgagor and Mortgagee whether now or at any time hereafter existing, and any other Obligations shall be discharged in accordance with the terms and conditions therein and herein expressed, then these presents to be void, otherwise this Mortgage to remain in full force and effect. Notwithstanding the foregoing, the reference to satisfaction of the Mortgagor's Obligations in the preceding sentence and in Section 3.6 hereof shall not, upon Mortgagor's satisfaction of all other such Obligations, be deemed to include any continuing obligations under the Environmental Certificate executed by Mortgagor in connection with the Loan Agreement so long as there is no existing default thereunder or any event which would, with the giving of notice or passage of time or both, constitute a default thereunder.

ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS

Without limiting the generality of the foregoing Granting Clause, as additional security for the Obligations, Mortgagor absolutely and irrevocably assigns and transfers to Mortgagee (and grants a security interest in) all the leases, subleases, franchises, rents, issues and profits of the Premises and all renewals and replacements thereof and any cash or security deposited

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in connection therewith (including without limitation all income, revenue, rates, rents, accounts, profits generated from all use and occupancy agreements and all proceeds thereof) for the purposes and upon the terms and conditions set forth below, and with the understanding and intent that (i) such assignment and security interest shall survive the filing of any bankruptcy petition by Mortgagor and continue in all such revenues (whether pre-petition or post-petition), and (ii) all such revenues are generated from and arise out of the land and the improvements and property thereon. The assignment shall include and assignment of all Mortgagor's claims and rights to the payment of damages arising from any rejection by a lessee of any lease under the Bankruptcy Code and shall include all of Mortgagor's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the leases to Mortgagor. This assignment shall not impose upon Mortgagee any duty to produce rents from the Premises, or cause Mortgagee to be (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor under any lease; or (c) responsible for any waste committed by lessees or any other parties, for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to rents, issues and profits is not contingent upon, and may be exercised without possession of, the Premises; provided, however, that Mortgagee hereby confers upon Mortgagor a license (the "License") to collect and retain the rents, issues and profits of the Premises as they become due and payable, until the occurrence of an Event of Default (as hereinafter defined). Upon an Event of Default, the License shall be automatically revoked and Mortgagee may collect and retain the rents, issues and profits without notice and without taking possession of the Premises. This right to collect rents, issues and profits shall not grant to Mortgagee the right to possession, except as provided below; and neither this right, nor termination of the License, shall impose upon Mortgagee the duty to produce rents, issues or profits, or to maintain all or any part of the Premises. Mortgagor acknowledges and agrees that the definition of "rent" as described herein includes compensation for the use of the Premises.

THIS MORTGAGE FURTHER WITNESSETH:

That Mortgagor has covenanted and agreed and does hereby covenant and agree with Mortgagee, its successors and assigns, as follows, to-wit:

ARTICLE I

COVENANTS OF MORTGAGOR

1.1. Payment and Performance of Obligations. Mortgagor shall duly and punctually pay the principal, interest, and all other charges, if any, due under the Note and Loan Documents hereby secured, when and as the same shall become due and payable, in accordance with the terms thereof, and shall duly and punctually perform and observe all of the terms, covenants, and conditions to be performed or observed by Mortgagor in the Note, the Loan Documents, this Mortgage, and the Security Documents and shall fully and punctually perform all other Obligations.

1.2. Security. All of the Premises shall stand as security for the Obligations and the

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lien and security interest hereof, subject only to the Permitted Encumbrances, is and shall be a valid and continuing first lien and security interest upon all of the Premises to secure the prompt payment and performance of all of the Obligations. From time to time upon request by Mortgagee, Mortgagor shall, at its expense, execute and deliver such supplemental mortgages, security agreements, additional assignments of leases on and rents of the Premises, and any further conveyances and similar instruments as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, continue, and preserve the lien and security interest created by this Mortgage and the Security Documents and the priority thereof upon all the Premises and to make subject to the lien hereof any property hereafter to be subjected to the lien of this Mortgage.

1.3. Negative Covenants. So long as all or any part of the principal, interest, or other charges due under the Note or the Loan Agreement, remains outstanding and unpaid, and so long as any other Obligation remains unperformed, Mortgagor hereby covenants and agrees with Mortgagee that it will not, directly or indirectly, without the prior written consent of Mortgagee:

1.3.1. Liens. Create, permit to exist, or assume any mortgage, pledge, or other lien or encumbrance upon the Premises (including without limitation any further assignment of the leases) or any part thereof or any interest therein other than (i) the mortgage lien and security interest of Mortgagee created by this Mortgage and the Security Documents; and (ii) the Permitted Encumbrances;

1.3.2. Dispositions. Sell, transfer, convey, or otherwise dispose of, or agree to sell, transfer, convey or otherwise dispose of, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, the Premises or any part thereof or any legal or beneficial interest therein (Mortgagee may grant or deny its consent to such transfer of the Premises in its sole and absolute discretion, and, if consent is given: any such transfer shall be subject to this Mortgage and all of the Security Documents (including any amendment, modification or extension hereof); any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained therein; consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers; and such consent shall not be deemed to constitute a release of Mortgagor from the Obligations). Notwithstanding the foregoing, Mortgagor shall not be prohibited from entering into any agreement to sell the Premises so long as (i) such agreement provides for proceeds adequate to fully repay all of Mortgagor's Obligations (including any applicable prepayment premium) at the closing contemplated by such agreement, and (ii) such agreement (or notice thereof) is not recorded in the public records. As used herein, "transfer" includes the sale, agreement to sell, transfer or conveyance of the Premises or any portion thereof or any interest therein, whether voluntary, involuntary, or by operation of law or otherwise, or the lease of all or substantially all of the Premises; or

1.3.3. Leases. Lease (except the "lease" of retail space in compliance with the lease approval requirements of the Loan Agreement) or otherwise permit the Premises or any part thereof to be occupied by any firm, corporation, person, or entity other than as contemplated by or permitted under the Loan Agreement.

1.3.4. Single Purpose Entity. Mortgagor has not and shall not:

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1.3.4.1. engage in any business or activity other than the ownership, operation and maintenance of the Premises, and activities incidental thereto;

1.3.4.2. acquire or own any material assets other than the Premises;

1.3.4.3. merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Mortgagor's consent;

1.3.4.4. fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the state where the Premises is located, if applicable, or without the prior written consent of Mortgagee, amend, modify, terminate or fail to comply with the provisions of Mortgagor's Partnership Agreement, Articles or Certificate of Incorporation, Articles of Organization or similar organizational documents, as the case may be;

1.3.4.5. own any subsidiary or make any investment in, any person or entity without the consent of Mortgagee;

1.3.4.6. commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity;

1.3.4.7. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt evidenced by the Security Documents, except for trade payables in the ordinary course of its business of owning and operating the Premises, provided that such debt is not evidenced by a note and is paid when due;

1.3.4.8. become insolvent and fail to pay its debts and liabilities from its assets as the same shall become due;

1.3.4.9. fail to maintain its records, books of account and bank accounts separate and apart from those of the members, partners, principals and affiliates of Mortgagor, the affiliates of a member, partner or principal of Mortgagor, and any other person or entity;

1.3.4.10. enter into any contract or agreement with any member, general partner, principal or affiliate of Mortgagor, or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of Mortgagor, or any member, general partner, principal or affiliate thereof;

1.3.4.11. hold itself out to be responsible for the debts of another

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person;

1.3.4.12. make any loans or advances to any third party, including any member, general partner, principal or affiliate of Mortgagor, or any member, general partner, principal or affiliate thereof; or

1.3.4.13. fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that Mortgagor is responsible for the debts of any third party (including any member, general partner, principal or affiliate of Mortgagor, or any member, general partner, principal or affiliate thereof).

1.4. Affirmative Covenants. So long as any part or all of the principal, interest, or other charges due under the Note or the Loan Agreement remains outstanding and unpaid, and so long as any other Obligation remains unperformed, Mortgagor hereby covenants and agrees that it shall:

1.4.1. Property Taxes. Pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments and governmental charges of every character imposed upon it or any of its properties of every kind and nature (including, but not limited to, the Premises) as well as claims for labor, materials, or supplies, which, if unpaid, might by law become a lien or charge upon any of its properties; and Mortgagor shall not suffer any part of its properties to be sold or forfeited for any tax, special assessment, governmental charge or claim, whatsoever; provided, however, that nothing herein contained shall require Mortgagor to pay any such tax, assessment, governmental charge, lien or claim so long as (i) the validity thereof shall be contested in good faith by appropriate legal proceedings operating to prevent the sale of any of the Premises to satisfy any such tax, assessment, governmental charge, lien or claim, and (ii) Mortgagor has posted a bond or other adequate security, satisfactory to Mortgagee, to insure the payment thereof. Promptly following payment of any taxes, assessments, and governmental impositions upon the Premises, Mortgagor shall deliver to Mortgagee a copy of the bill therefor showing payment thereof. If Mortgagor shall neglect or refuse to pay and discharge all such taxes, assessments, and governmental charges, as provided above in this subparagraph (a), then Mortgagee may, at its election, pay any or all such taxes, assessments, and governmental charges and be thereby subrogated to all rights with respect thereto of the State, County, City, and all political or governmental subdivisions in which the subject properties are located.

1.4.2. Other Taxes. Pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments, and governmental charges of every character, that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in such Premises created or represented by this Mortgage, whether levied against Mortgagor or otherwise; provided, however, that nothing herein contained shall require Mortgagor to pay any such tax, assessment, or charge so long as (i) the validity thereof shall be contested in good faith by appropriate legal proceedings operating to prevent the sale of

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any of the property to satisfy any such tax, assessment, or charge, and (ii) Mortgagor has posted a bond or other adequate security, satisfactory to Mortgagee, to insure the payment thereof. Notwithstanding the generality of the foregoing, in the event of the passage, after the date of this Mortgage, of any law deducting from the value of the real property comprising the Premises, for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of Mortgagee, then in such event, Mortgagor shall bear and pay the full amount of such taxes. If payment by Mortgagor of any tax, assessment, or charge referred to in the foregoing sentences would, for any reason, be unlawful, usurious, or would result in the payment of interest in excess of the rate permitted by applicable law, then Mortgagor shall have no obligation to pay that portion of such tax, assessment, or charge which would result in the payment of such excess; provided, however, in any such event, at any time after the enactment of the law providing for such tax, assessment, or charge, Mortgagee may, at its option, (i) declare the entire principal balance of the indebtedness secured hereby, together with all accrued but unpaid interest thereon, to be, and the same shall thereupon become, immediately due and payable, or (ii) pay that amount or portion of such tax, assessment, or governmental charge as renders payment of the balance thereof by Mortgagor lawful (to the extent permitted by applicable law, any such payment shall be deemed an advance to Mortgagor under the Loan Documents and shall be secured by this Mortgage) in which event the Mortgagor shall concurrently therewith pay the balance of such tax, assessment, or governmental charge.

1.4.3. Maintenance. Maintain, preserve, and keep all of its properties, including the Premises and all parts thereof, in good repair, working order, and condition and, from time to time, make all needful and proper repairs, renewals, and replacements thereto.

1.4.4. Waste; Alterations. Abstain from and shall not suffer the commission of waste on any of its properties, including the Premises, and will keep the buildings, improvements, fixtures, equipment, machinery, and other property subject to this Mortgage in good repair and will make replacements thereon as and when the same become necessary. Mortgagor shall promptly notify Mortgagee, in writing, of the occurrence of any loss or damage to the Premises or any death or serious personal injury occurring thereon. Mortgagor shall not materially alter the buildings, improvements, fixtures, equipment, machinery, or other property now or hereafter upon the Land comprising the Premises, or remove any of the same therefrom, or permit any tenant or other person to do so, without the prior written consent of Mortgagee. Mortgagor shall not permit any portion of the Premises to be used for any unlawful purpose or for any purpose other than that for which the same is now being used or intended to be used, as represented in writing by Mortgagor to Mortgagee. Mortgagor shall comply promptly with all laws, statutes, ordinances, regulations, rules, and orders of all public authorities having jurisdiction of, and with all covenants, agreements, and restrictions relating to, the Premises or the use, occupancy, or maintenance thereof. Nonpayment of any taxes, assessments, or other governmental charges levied or assessed upon the Premises (unless said payments are being contested in accordance with the terms hereof), and nonpayment of any insurance premium upon any insurance policy covering the Premises, or any part thereof, shall constitute waste.

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1.4.5. Conduct of Business. Do or cause to be done all things necessary to preserve and keep in full force and effect its existence and all franchises, licenses, rights, and privileges necessary for the conduct of its business on the Premises, and comply with all applicable statutes, laws, ordinances, rules, and regulations.

1.4.6. Insurance. Maintain and deliver evidence to Mortgagee of such insurance required by, written by insurers, and in amounts and forms satisfactory to Mortgagee. All policies for such insurance shall be so drawn as to name Mortgagee as an insured mortgagee under a standard mortgagee clause, and to be noncancellable and nonamendable without at least thirty (30) days prior written notice to Mortgagor and Mortgagee. In the event of any loss or damage covered by insurance required to be carried hereunder, Mortgagor shall give immediate notice thereof to Mortgagee and Mortgagee may thereupon make proof of such loss or damage, if the same is not promptly made by Mortgagor. The proceeds of any such insurance shall be paid to Mortgagee and shall be held by it and applied in the manner provided in Section 3.4 hereof. Mortgagor shall be entitled to participate in negotiations with insurers provided that Mortgagee alone is authorized and empowered to settle, adjust, or compromise any claims for loss, damage, or destruction in excess of \$100,000.00 under any such policy or policies of insurance. Any excess of such proceeds beyond that due Mortgagee pursuant to the terms of paragraph 3.4 shall be paid to Mortgagor. All of such policies of insurance shall be deemed to be held by Mortgagee as additional security hereunder and, in the event of sale of the Premises following a default by Mortgagor, the ownership of all policies of insurance and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring shall pass to the purchaser at such sale, and Mortgagor hereby appoints Mortgagee its attorney-in-fact, in the name of Mortgagor, to assign and transfer all such policies and proceeds to such purchaser. The delivery to Mortgagee of any policy or policies of insurance hereunder shall constitute an assignment to Mortgagee of all unearned premiums thereon as further security for the indebtedness secured hereby. In the event of any foreclosure action or other sale of the Premises following a default by Mortgagor, all right, title, and interest of Mortgagor in and to any policy or policies of insurance then in force shall, at the option of Mortgagee, pass to the purchaser or grantee thereof.

1.4.7. Evidence of Insurance. Deposit with Mortgagee certified copies of all policies of insurance and certificates relating thereto (which such policies or certificates shall be marked "paid" by the issuing company or agent) carried by Mortgagor from time to time pursuant to subparagraph 1.4.6 above, except policies of workmen's compensation and employees liability insurance, and as to such latter types of policies not deposited, furnish to Mortgagee, whenever requested by it and at least annually, a statement sworn to by Mortgagor showing all insurance of such types carried by it, giving the names of the insurers and the face amounts, types, and expiration dates of all such policies.

1.4.8. Financial Statements. Keep and maintain true, complete, and proper books of record and account in accordance with generally accepted accounting principles, consistently applied. Mortgagee and its agents shall have the right to examine such books of record and account at such reasonable times and intervals as Mortgagee may elect. Without limiting the generality of the foregoing, Mortgagor shall furnish to Mortgagee all Required Financial Information (as defined in, and in

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accordance with the terms of, the Loan Agreement).

1.4.9. Payment of Obligations. Pay all sums which the failure to pay may result in the imposition of a lien, charge, or encumbrance on all or any portion of the Premises or which may result in conferring upon a tenant thereof a right to recover such sums as prepaid rent or to deduct or set-off such sums from future rental payments; and pay all debts of Mortgagor as they become due.

1.4.10. Operation of Premises. At all times operate the Premises in a sound and efficient manner; not acquire any fixtures, equipment, furnishings, or other property covered, or intended to be covered, by this Mortgage or any of the Security Documents subject to any lien, charge, or encumbrance (other than the Permitted Encumbrances) except as and to the extent permitted in this Mortgage or the Loan Agreement; and not create or permit to exist any lien, charge, or encumbrance upon any furniture, fixtures, machinery, equipment, or other property located on or used or usable in connection with the Premises or the conduct of the business of Mortgagor thereon or therefrom (other than the Permitted Encumbrances).

1.4.11. Further Instruments. Execute, acknowledge, deliver, and cause to be recorded or filed, in the manner and place required by any present or future law, any instrument that may be requested by Mortgagee to publish notice or protect, perfect, preserve, continue, extend, or maintain the security interest and lien, and the priority thereof, of this Mortgage or the Security Documents or the interest of Mortgagee in the Premises, including, without limitation by reason of specification, mortgages, security agreements, financing statements, continuation statements, and instruments of similar character; and Mortgagor shall pay or cause to be paid (i) all filing and recording taxes and fees incident to each such filing and recording, (ii) all expenses incurred by Mortgagee in connection with the preparation, execution, and acknowledgement of all such instruments, and (iii) all federal, state, county, and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of such instruments.

1.4.12. Compliance with Agreements. Perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Mortgagor under the Note, the Loan Documents, the Security Documents, and all other agreements now or at any time hereafter existing between Mortgagor and Mortgagee.

1.4.13. Escrow Fund. Mortgagor shall pay to Mortgagee on the first day of each calendar month (a) one-twelfth of an amount which would be sufficient to pay the real estate taxes payable, or estimated by Mortgagee to be payable, during the next ensuing twelve (12) months with respect to the Premises and (b) one-twelfth of an amount which would be sufficient to pay the insurance premiums due for the renewal of the coverage afforded by the insurance policies required by Mortgagee upon the expiration thereof (the amounts in (a) and (b) above shall be called the "Escrow Fund"). Mortgagor agrees to notify Mortgagee immediately of any changes to the amounts, schedules and instructions for payment of any taxes and insurance premiums of which it has or obtains knowledge and authorizes Mortgagee or its agent to obtain the bills for taxes and other charges directly from the appropriate taxing authority. The Escrow Fund and the payments of interest or principal or both, payable pursuant to the Note shall be added

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together and shall be paid as an aggregate sum by Mortgagor to Mortgagee. Provided there are sufficient amounts in the Escrow Fund and no Event of Default exists, Mortgagee shall be obligated to pay the taxes and insurance premiums as they become due on their respective due dates on behalf of Mortgagor by applying the Escrow Fund to the payments of such taxes and insurance premiums required to be made by Mortgagor. If the amount of the Escrow Fund shall exceed the amounts due for taxes and insurance premiums, Mortgagee shall, in its discretion, return any excess to Mortgagor or credit such excess against future payments to be made to the Escrow Fund. In allocating such excess, Mortgagee may deal with the person shown on the records of Mortgagee to be the owner of the Premises. If the Escrow Fund is not sufficient to pay the items set forth in (a) and (b) above, Mortgagor shall promptly pay to Mortgagee, upon demand, an amount which Mortgagee shall reasonably estimate as sufficient to make up the deficiency. The Escrow Fund shall not constitute a trust fund and may be commingled with other monies held by Mortgagee. Unless otherwise required by applicable laws, no earnings or interest on the Escrow Fund shall be payable to Mortgagor.

1.4.14. Lessee Deposits. Hold in trust, in a manner approved by Mortgagee, all sums received by Mortgagor from any firm, corporation, person, or persons as security for the performance of the terms, covenants, or conditions contained in any lease or agreement for the use or occupancy of the Premises or any part thereof (including without limitation all advance deposits for rooms, banquet and meeting facilities and the like), and indemnify and hold Mortgagee harmless from and against any and all liability, loss, cost, damage, and expense in connection therewith. No such tenant, user or occupant will look to Mortgagee for the repayment of any such funds as are held or required to be held in trust by Mortgagor pursuant to this provision or under any lease or occupancy agreement, except to the extent said security deposits have been deposited in segregated accounts and delivered to Mortgagee hereunder.

1.4.15. Compliance with Leases. Promptly observe and perform all covenants, conditions, and agreements contained in all leases, easements or other agreements now or hereafter affecting or relating to the Premises, or any portion thereof, on the part of Mortgagor to be observed and performed; enforce the observance and performance of all covenants, conditions, and agreements by other parties to such leases, easements and agreements; not accept any prepayment of rent or installments of rent under such leases, easements or agreements for more than one (1) month in advance; upon the request of Mortgagee from time to time, furnish to Mortgagee a copy of each such lease or agreement, forthwith upon its execution; not cancel, modify or accept the surrender of any such lease, easement or agreement or release any person liable or security therefor and do or cause to be done all things necessary to preserve, intact and unencumbered, any and all easements, appurtenances, and other interests and rights in favor of or constituting any portion of the Premises. Notwithstanding anything to the contrary above, Mortgagor may, without the consent of Mortgagee, amend, modify or waive the provisions of any lease or terminate, reduce rents under, accept a surrender of space under, or shorten the term of, any lease (including any guaranty, letter of credit or other credit support with respect thereto) provided that such action (taking into account, in the case of a termination, reduction in rent, surrender of space or shortening of term, the planned alternative use of the affected space) does not have a materially adverse effect on the value of the Premises taken as a whole, and provided that such lease, as

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amended, modified or waived, is otherwise in compliance with the requirements of this Mortgage and any subordination agreement binding upon Mortgagee with respect to such lease. A termination of a lease with a tenant who is in default beyond applicable notice and grace periods shall not be considered an action which has a materially adverse effect on the value of the Premises taken as a whole.

1.4.16. Restoration. If any of the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty or by any taking in condemnation proceedings or the exercise of any right of eminent domain, then, so long as Mortgagee elects to make any of the insurance or condemnation proceeds available to Mortgagor for such purpose pursuant to paragraph 3.4 hereof, then Mortgagor shall promptly restore, replace, or rebuild the same to as nearly as possible the value, quality, and condition they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by Mortgagee; provided, however, that the scope of Mortgagor's obligations to restore the Premises shall not be limited by the amount of available insurance or condemnation proceeds.

ARTICLE II

EVENTS OF DEFAULT; REMEDIES

2.1. Events of Default: Acceleration. If any one or more of the following events (each being herein referred to as an "Event of Default") shall occur:

2.1.1. Failure of Mortgagee to receive from Mortgagor on the date when due and payable (i) any amount payable under the Note or (ii) any other payment due to Mortgagee under the Loan Documents, provided, however, that Mortgagee may not exercise any of its remedies described in this Article II if Mortgagee receives such payment within five (5) days after written notice from Mortgagee that any payment is delinquent, except for the Note payment due at the Maturity Date for which no grace period is allowed;

2.1.2. Any representation or warranty of Mortgagor contained in the Loan Documents or in any certificate furnished under the Loan Documents proves to be, in any material respect, false or misleading as of the date deemed made;

2.1.3. Any failure on the part of either Mortgagor to strictly comply with and perform any term, provision, covenant, or condition contained in the Loan Documents, or the default on any other indebtedness or obligation of Mortgagor to Mortgagee, (provided, however, that any such failure shall not constitute an Event of Default if (i) performance of any covenant that can be complied with by the payment of money to a third party is made within five (5) days after written notice demanding payment, or if (ii) performance of any other obligation or covenant not specifically addressed in subparagraphs 2.1.4 through 2.1.15 below is commenced immediately and completed within thirty (30) days after written notice demanding performance thereof; provided, however, that if such performance is of a nature that it cannot reasonably be accomplished within such thirty (30) day period, then so long as Mortgagor has

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commenced and is diligently pursuing such performance, it shall have such additional time as is reasonably necessary (but in no event more than an additional sixty (60) days to complete such performance);

2.1.4. The voluntary or involuntary commencement of bankruptcy or insolvency proceedings or the filing for an arrangement or composition of creditors against Mortgagor or upon the filing of any suit or legal action materially adversely affecting the Premises or adversely affecting Mortgagor's ability to perform its obligations under the Loan Documents unless such proceeding is involuntary and is dismissed within sixty (60) days of commencement or filing;

2.1.5. Immediately upon any final action, rule, law, or decision of any legislative or administrative body or of any court which would materially impair or adversely affect the lien or enforceability of this Mortgage or any one or more of the Loan Documents;

2.1.6. The commencement of any action or proceeding to establish, assert, perfect, foreclose, or enforce any claim, restriction, encumbrance, deficiency tax assessment, or tax lien, on or with respect to the Premises, whether or not superior or inferior to the lien of this Mortgage, unless Mortgagor within thirty (30) days from the commencement of such action causes the same to be dismissed, or unless Mortgagor shall within such thirty (30) day period record and serve a surety bond pursuant to applicable law or otherwise fully protect Mortgagee from any loss or liability arising therefrom;

2.1.7. Immediately upon the assignment by Mortgagor, without Mortgagee's prior written consent, of any of the Loan Documents or any rights of Mortgagor thereunder;

2.1.8. Immediately upon the material damage or destruction of the Premises by any casualty not covered by insurance required pursuant to paragraph 1.4.6 hereof or rendering impossible, in Mortgagee's reasonable judgment, the continued operation of any component of the Premises as a retail mall;

2.1.9. Immediately upon the Mortgagor's abandonment of all or any part of the Premises or the cessation of operation of any component of the Premises as a retail mall;

2.1.10. Immediately upon the insolvency of Mortgagor or the execution by Mortgagor of an assignment for the benefit of its creditors; or the convening by Mortgagor of a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts;

2.1.11. Immediately upon the admission in writing by Mortgagor that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature;

2.1.12. Immediately upon the existence or the filing of any lien or encumbrance against any and all of the Premises, other than those permitted hereunder, unless Mortgagor shall immediately record and serve a surety bond pursuant to applicable law or otherwise fully protect Mortgagee from any loss or liability arising therefrom;

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2.1.13. Immediately upon the occurrence of any default under, or breach of any provision of, covenants, conditions and restrictions or easements now or hereafter recorded against the Premises or any part thereof, which default materially affects the value, use or operation of the Premises;

2.1.14. Immediately upon Mortgagor's failure to maintain insurance on the Premises of the types and in the amounts required under this Mortgage; or

2.1.15. Immediately upon an "Event of Default", as defined elsewhere in any of the Loan Documents.

then and in any such case, in addition to any rights or remedies Mortgagee may have under the Loan Documents or the Security Documents Mortgagee may, by written notice to Mortgagor, declare the then outstanding principal of the Note to be immediately due and payable, and, upon such declaration, the principal, together with all interest accrued thereon and, to the extent permitted by applicable law, any other charges which are then payable under the Note upon a prepayment of principal, shall become due and payable forthwith at the place of payment specified in the Note, anything in this Mortgage or in the Note or in any of the Loan Documents or Security Documents to the contrary notwithstanding. In addition, Mortgagee may proceed to protect and enforce its rights under the Note, this Mortgage, and/or any of the Loan Documents or Security Documents by foreclosure proceedings as against all or any part of the Premises, without regard to the situs of such Premises, or by other suit in equity, action at law, or other appropriate proceedings, including actions for the specific performance of any covenant or agreement contained in this Mortgage or in the Note or in any of the Loan Documents or Security Documents or in aid of the exercise of any power granted in this Mortgage or in the Note or in any of the Loan Documents or Security Documents, or may proceed in any other manner to enforce the payment of the Note and any other legal or equitable right of Mortgagee and of the legal holder of the Note.

2.2. Foreclosure. Upon the occurrence of an Event of Default, then, and in every such case, Mortgagee shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. (735 ILCS 5/15-1101) (the "Act") and to exercise any other remedies of Mortgagee provided in the Note, this Mortgage, the other Loan Documents, or which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Obligations in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee in connection with such suit, including without limitation, all attorneys', paralegals' and law clerks' fees, receivers' fee, environmental consultants' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises, and any other expenses and expenditures which may be paid or incurred by or on behalf of Mortgagee and permitted by the Act to be included in such decree. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage,

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including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Obligations and shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate (as defined in the Note) until paid.

2.3. Payment of Indebtedness and Other Costs and Expenses. In any case in which Mortgagee has the right to institute foreclosure proceedings, Mortgagor agrees to pay to the holder of the Note the whole amount then due and payable thereon for interest and principal and any applicable prepayment premium and/or exit fee, with interest thereon at the Default Rate specified in the Loan Agreement from the date the same became payable, whether by lapse of time, acceleration, or otherwise. Mortgagor hereby agrees that if Mortgagee commences any proceeding to foreclose this Mortgage or any other suit in equity, action at law, or other appropriate proceeding to enforce its rights under the Note, this Mortgage, or any of the Loan Documents or Security Documents, then Mortgagor shall pay to Mortgagee all costs and expenses (including attorneys', paralegals' and law clerks' fees, receivers' fees, appraisers' fees, and environmental consultants' fees) paid or incurred by Mortgagee in connection therewith, which costs and expenses (including without limitation any such costs and expenses incurred before and during a foreclosure and after a judgment of foreclosure and sale pursuant thereto until such time as the sale is confirmed) may be included in any judgment in favor of Mortgagee in any such suit, action, or proceeding. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

2.3.1. all advances by Mortgagee in accordance with the terms of the Mortgage to: (1) preserve or maintain, repair, restore or rebuild the improvements upon the Premises; (2) preserve the lien of the Mortgage or the priority thereof; or (3) enforce the Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

2.3.2. payments by Mortgagee of: (1) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrances; (2) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Premises or any part thereof; (3) other obligations authorized by the Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

2.3.3. advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

2.3.4. reasonable attorneys' fees and other costs incurred: (1) in connection with the foreclosure of the Mortgage as referred to in Sections 1504(d)(2) and 5/15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the

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Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgage hereunder; or (3) in the preparation for the commencement or defense of any such foreclosure or other action related to the Mortgage or the Premises;

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

2.3.6. expenses deductible from proceeds of sale as referred to in subsections(a) and (b) of Section 5/15-1512 of the Act;

2.3.7. expenses incurred and expenditures made by Mortgagee for any one or more of the following : (1) if the Premises or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (2) if Mortgagor's interest in the Premises is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Mortgagee takes possession of the Premises imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments required or deemed by Mortgagee to be for the benefit of the Premises or required to be made by the owner of the Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises; (6) shared or common expense assessments payable to any association or corporation in which the owner of the Premises is a member in any way affecting the Premises; (7) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; and (8) pursuant to any lease or other agreement for occupancy of the Premises for amounts required to be paid by mortgagor.

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

The Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b) (1) of Section 5/15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- (a) determination of the amount of indebtedness secured by the Mortgage at any time;
- (b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of

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judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

- (c) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
- (d) application of income in the hands of any receiver or Mortgagee in possession; and
- (e) computation of any deficiency judgment pursuant to Sections 5/15-1511 of the Act.

2.4. Purchase by Mortgagee. In the case of any sale of the Premises pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Mortgagee, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for interest accrued and unpaid thereon, together with all other sums, with interest, advanced and unpaid hereunder, in order that there may be credited as paid on the purchase price the sum then due under the Note including principal and interest thereon and all other sums, with interest, advanced and unpaid hereunder.

2.5. Self-help by Mortgagee. If Mortgagor shall fail to comply with or fully perform any of the Obligations, regardless of whether an Event of Default shall then exist, Mortgagee may (but shall not be obligated to), without further demand upon Mortgagor and without waiving or releasing Mortgagor from any such Obligation, remedy such default for the account of Mortgagor. Mortgagor agrees to repay, upon demand by Mortgagee, all sums advanced by Mortgagee to remedy such defaults, together with interest at the Default Rate under the Note. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by this Mortgage and by the Security Documents. No such payment by Mortgagee shall be deemed to relieve Mortgagor from any default or Event of Default hereunder.

2.6. Possession by Mortgagee. Upon the happening of an Event of Default, then and in every such case Mortgagee, either itself or by its agents or attorneys, may, in the discretion of Mortgagee, enter upon and take possession of the Premises, or any part or parts thereof, and may exclude Mortgagor and its agents and servants wholly therefrom, and having and holding the same, Mortgagee may use, operate, manage, and control the Premises or any part thereof, and conduct the business thereof, either personally or by superintendents, managers, agents, employees, and attorneys and, from time to time, by purchase, repair, or construction, may maintain and restore and may insure and keep insured the buildings, structures, improvements, fixtures, and other property, real and personal, comprising the Premises. After paying the expenses of operating the Premises, (which such expenses shall include a management fee of five percent (5%) upon all rents and income collected by Mortgagee, as compensation for its services in making such collection), Mortgagee shall apply the moneys arising therefrom to the amount then due on the Note for principal and interest (including the prepayment premium and/or exit fee, if any) with interest on overdue interest and principal at the rate specified in the Note from the date the same became payable, whether by lapse of time, acceleration, or otherwise. Without limiting the generality of the foregoing, Mortgagee shall have all power, authority and duties as provided in the Act. In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Premises, or

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for the appointment of a receiver, Mortgagee shall have the right, in accordance with Section 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

2.7. Receiver. Upon the occurrence of an Event of Default or at any time thereafter, Mortgagee shall be entitled to apply to a court of competent jurisdiction (which in the event a foreclosure action is filed shall be the court having jurisdiction over such action) for the appointment of a receiver for all or a portion of the Premises, and of all rents, incomes, revenues, profits, issues and other revenues thereof, derived from any source. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by Illinois law (all of which shall be exercised in a commercially reasonable manner), including the power to make leases to be binding upon all parties, including the mortgagor, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the Premises after entry of a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify any then existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding on Mortgagor and all the persons whose interest in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the Obligations, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of sale period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Obligations or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

2.8. Bankruptcy. Upon or at any time after the occurrence of an Event of Default, Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of any lease, including, without limitation, the right to file and prosecute, to the exclusion of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such lease under the Bankruptcy Code.

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If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code, and Mortgagor, as lessor under any lease, shall determine to reject such lease pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than ten (10) days' prior notice of the date on which Mortgagor shall apply to the bankruptcy court for authority to reject the lease. Mortgagee shall have the right, but not the obligation, to serve upon Mortgagor within such ten-day period a notice stating that (i) Mortgagee demands that Mortgagor assume and assign the lease to Mortgagee pursuant to Section 365 of the Bankruptcy Code and (ii) Mortgagee covenants to cure or provide adequate assurance of future performance under the lease. If Mortgagee serves upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek to reject the lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Mortgagee of the covenant provided for in clause (ii) of the preceding sentence.

2.9. Waivers by Mortgagor. To the greatest extent that such rights may then be lawfully waived, Mortgagor hereby covenants that it will not, at any time, insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, (i) any exemption, stay, extension, or moratorium law now or at any time hereafter in force; (ii) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment, or order of any court of competent jurisdiction; (iii) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof; (iv) any statute of limitations now or at any time hereafter in force; or (v) any right to require marshalling of assets by the Mortgagee. To the fullest extent permitted by applicable law, Mortgagor hereby waives, for itself, its successors and assigns, and on behalf of each and every person now owning or hereafter acquiring any interest in or title to the Premises, or any part thereof, subsequent to the date of this Mortgage, all benefit and advantage of any such law or laws and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any power herein granted and delegated to Mortgagee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. Mortgagor hereby expressly waives any and all rights to redemption under the Act or other Illinois law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and such other persons, are and shall be deemed to be hereby waived. Mortgagor acknowledges that the Premises do not constitute agricultural real estate as defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act. Mortgagor hereby waives any and all rights of redemption.

2.10. Remedies Cumulative. No remedy herein conferred upon or otherwise available to Mortgagee is intended to be or shall be construed to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative, may be pursued cumulatively or successively, and shall be in addition to every other right and remedy given hereunder and under any of the Loan Documents or Security Documents and now or hereafter existing at law, in equity, or by statute. The obtaining of a judgment or decree on the Note, whether in the State of Illinois, the State of Arizona or elsewhere, shall not in any manner affect the lien of this Mortgage upon the Premises and any judgment or decree so obtained shall be secured hereby to the same extent the Note is now secured. No delay or omission to exercise

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any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; nor shall the giving, taking, or enforcement of any other or additional security, collateral, or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive, or affect the security of this Mortgage or any rights, powers, or remedies hereunder; nor shall Mortgagee be required to first look to, enforce, or exhaust, any such other or additional security, collateral, or guaranty. The only limitation on the foregoing provisions as to the exercise of Mortgagee's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby.

2.11. Indulgences by Mortgagee. In the event that Mortgagee (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Note or any Loan Document or Security Document; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debts secured hereby or the release of any person liable for payment of such debts; (e) amends or modifies, in any respect, any of the terms and provisions hereof or of the Note (including substitution of another note) or any of the Loan Documents or Security Documents; then and in any such event, such act or omission to act shall not release Mortgagor or any co-makers, sureties, or guarantors of this Mortgage or of the Note, under any covenant of this Mortgage or of the Note or any Loan Document or Security Document, nor preclude Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default or Event of Default then made or any subsequent default or Event of Default, nor in any way impair or affect the lien or priority of this Mortgage or of any other Security Document.

2.12. Application of Proceeds. The proceeds of any sale or sales of the Premises or any part thereof pursuant to this Article II shall be applied in the following order:

2.12.1. To the payment of all costs of the sale and the foreclosure proceedings, including but not limited to, attorneys' fees, appraisers' fees, experts' fees, and the cost of title searches, abstracts, title insurance policies, and surveys;

2.12.2. To the payment of all other expenses of Mortgagee, including all moneys expended by Mortgagee and all other amounts payable by Mortgagor to Mortgagee hereunder or under the Loan Documents or Security Documents, with interest thereon as provided herein and therein;

2.12.3. To the payment first of all accrued and unpaid interest, and then of the principal and any other charges under the Note;

2.12.4. To the payment of any other sums owed by Mortgagor to Mortgagee; and

2.12.5. To the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

2.13. Abandonment of Proceedings. In case Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been

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determined adversely to Mortgagee, then, and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder with respect to the Premises subject to the lien hereof.

2.14. Security Agreement. It is the intention of Mortgagor and Mortgagee that this Mortgage also constitute a security agreement (with Mortgagee being the secured party thereunder) with respect to those portions of the Premises which are subject to Article 9 of the Uniform Commercial Code, including but not limited to all revenues of any kind, and all other property of a nature permitting a security interest to be created therein under the UCC. Accordingly, Mortgagor hereby agrees that, in addition to all other rights and remedies enumerated herein or otherwise available to Mortgagee at law, in equity, or under any Security Document, Mortgagee shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code in effect from time to time in the State in which the Premises are located. With respect to any portion of the Premises subject to the Uniform Commercial Code, any reference to foreclosure in this Mortgage shall also be deemed to include any method of disposition of collateral authorized under Article 9 of the Uniform Commercial Code. The Mortgagee, at its sole option, may dispose of any portion of the Premises subject to the Uniform Commercial Code separately from or together with other portions of the Premises. Written notice, when required by law, mailed to any address of the Mortgagor at least ten (10) calendar days (including the day of mailing) before the date of a proposed disposition of the Premises or any part thereof, shall be reasonable notice.

ARTICLE III

POSSESSION, SUBSTITUTION, AND RELEASE OF THE PREMISES; APPLICATION OF CERTAIN PROCEEDS; RELEASE AND DISCHARGE OF MORTGAGE

3.1. Possession. As long as Mortgagor is not in default hereunder or under the Note or any of the Loan Documents or Security Documents, it shall be entitled to possess, manage, operate, use, and enjoy and to remain in the actual and undisturbed possession of the Premises and to receive, take, and use the rents, income, and profits thereof.

3.2. Release and Replacement of Equipment. Mortgagor may, without obtaining any release from Mortgagee, sell or otherwise dispose of, free from the lien of this Mortgage, any of the Premises described in Paragraph D of the Granting Clause hereof which may have become obsolete, inadequate, worn out, or otherwise unsuitable or unnecessary for use in connection with the Premises, provided, however, that Mortgagor shall have theretofore and since the date hereof acquired and put in place replacements therefor (in such manner as shall extend to Mortgagee a first lien or security interest therein) which, while not being necessarily of the same character, will be of comparable value and efficiency.

3.3. Condemnation. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the said Premises or for any other lawful purpose, then the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is

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hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee and shall be held and applied by Mortgagee in the manner provided in Section 3.4 hereof. Mortgagor shall give prompt written notice to Mortgagee with respect to the initiating of any of the foregoing proceedings or events.

3.4. Use of Proceeds. In the event of a condemnation of, or casualty to, all or substantially all of the Premises, then with respect to all awards or payments received by Mortgagee pursuant to the provisions of Section 3.3 hereof and all insurance proceeds received by Mortgagee pursuant to Section 1.4.6 hereof, Mortgagee may, in its sole discretion, and after satisfying any expenses it incurred in settling, prosecuting or defending the subject claim, elect to (a) apply the balance to the Obligations, and in the event such balance is not sufficient to repay the Obligations in full, Mortgagor shall continue to make all payments due under the Note until the Obligations have been repaid in full; or (b) subject to paragraph 3.5 hereof, release all or any part of such proceeds to Mortgagor for repair and restoration of the improvements. In the event of a condemnation of, or casualty to, a portion of the Premises, Mortgagee shall, subject to paragraph 3.5 hereof, release to Mortgagor such condemnation or casualty proceeds as are necessary to restore or repair the Premises to its original condition. In all circumstances where there are condemnation or casualty proceeds in excess of that necessary to accomplish complete repair and/or restoration, or where the nature of the partial condemnation or casualty is such that a complete repair or restoration of the Premises is impracticable, then Mortgagee may, at its option, apply any unused proceeds to the Obligations or deliver such proceeds to Mortgagor.

3.5. Repair or Restoration of Property. If casualty or condemnation proceeds are to be made available to Mortgagor under paragraph 3.4 above, then Mortgagor shall proceed with the repair and restoration of the improvements to a condition which is as near as possible to the condition of the improvements which existed prior to the casualty or condemnation promptly after the insurance claim or condemnation settlement is finalized. In all instances, Mortgagee may condition its release of such proceeds upon (i) the deposit with Mortgagee of such additional funds as Mortgagee determines are needed to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair period), (ii) the establishment of an arrangement for lien releases and disbursements of funds acceptable to Mortgagee in its sole discretion, and (iii) the delivery to Mortgagee of:

3.5.1. plans and specifications for the work, a contract for the work signed by a contractor acceptable to Mortgagee, a cost breakdown for the work, and a payment and performance bond for the work, all of which shall be acceptable to Mortgagee; and

3.5.2. evidence acceptable to Mortgagee: (i) that after completion of the work, the income from the Premises will be sufficient to pay all expenses and debt service for the Premises; (ii) that, upon completion of the work, the size, capacity and total value of the Premises will be at least as great as it was before the damage occurred; (iii) that there has been no material adverse change in the financial condition or credit of Mortgagor as of the date of this Mortgage; and (iv) of satisfaction of any additional conditions to reconstruction or restoration that Mortgagee may establish to protect its security.

Mortgagor acknowledges that the specific conditions described above are reasonable.

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3.6. Satisfaction of Mortgage. Whenever Mortgagor shall pay or cause to be paid the entire principal, interest, and other charges, if any, due and to become due upon the Note and shall have performed and observed all of the other Obligations, then and in such event the Premises shall revert to Mortgagor and Mortgagee shall forthwith execute and deliver to Mortgagor an appropriate instrument of release, satisfaction, and discharge of this Mortgage.

ARTICLE IV

MISCELLANEOUS

4.1. Compensation; Exculpation; Indemnification.

4.1.1. *Mortgagor indemnifies Mortgagee against, and holds it harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which it may suffer or incur (i) by reason of this Mortgage; or (ii) by reason of the execution of this Mortgage or in performance of any act required or permitted hereunder or by law; or (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking on Mortgagee's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations of Mortgagor contained in any other document relating to the Premises; excluding, however, any such matters as arise solely by reason of Mortgagee's default, gross negligence or willful misconduct. If the law at any time applied in construing and enforcing the foregoing indemnity prohibits a party from being indemnified against its own negligence, then the foregoing shall be deemed to exclude Mortgagee's negligence from its scope and the balance of the indemnity shall be fully enforceable in all respects.*

4.1.2. Mortgagor shall pay all indebtedness arising under this Section 4.1 immediately upon demand by Mortgagee together with interest thereon from the date the indebtedness arises at the Default Rate of interest set forth in the Note. Mortgagor's duty to indemnify Mortgagee shall survive the release and cancellation of the Obligations and the release or any partial release or reconveyance of this Mortgage.

4.2. Due on Sale; Due on Transfer; Due on Encumbrance. Subject to the provisions of this Section 4.2, should Mortgagor or its successors in interest, without Mortgagee's prior written consent, sell, transfer, convey or encumber, or permit to be sold, transferred, conveyed or encumbered (except as specifically permitted in the Loan Agreement), by agreement for sale or in any other manner, Mortgagor's interest in the Premises (or any part thereof), unless otherwise provided by applicable law, then Mortgagee may declare all sums secured immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance, regardless of whether or not Mortgagee has consented to any such sale, transfer, conveyance or encumbrance, or waived Mortgagee's rights hereunder, whether by action or non-action, in connection with any previous sale, transfer conveyance or encumbrance, whether one or more.

4.3. Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time

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in the Premises or in any manner obligated under the Obligations (the "Interested Parties"), Mortgagee may, but shall not be obligated, from time to time, release any person or entity from liability for the payment or performance of any Obligation, take any action or make an agreement extending the maturity or otherwise altering the terms or the amount of any Obligation, accept additional security or release all or a portion of the Premises and other security for the Obligations, or deal with any of the Interested Parties in any manner whatsoever. None of the foregoing actions shall release or reduce the personal liability of any of the Interested Parties, or release or impair the priority of the lien of this Mortgage upon the Premises.

4.4. Relationship of Parties. The relationship between Mortgagee and Mortgagor is solely that of a lender and borrower, and nothing contained herein or in the Note or any of the Loan Documents or Security Documents shall in any manner be construed as constituting Mortgagee a partner or joint venturer of Mortgagor or as creating any other relationship between Mortgagee and Mortgagor other than that of lender and borrower.

4.5. Severability. If any term, covenant, or condition of the Note, this Mortgage, or any Loan Documents or Security Document or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of the Note, this Mortgage, the Loan Documents, and the Security Documents and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each and every term, covenant, and condition of the Note, this Mortgage, and all of the Loan Documents and Security Documents shall be valid and be enforced to the fullest extent permitted by applicable law.

4.6. Counterparts. This Mortgage may be executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

4.7. Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Premises, then, to the extent of the funds so used, Mortgagee shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Premises heretofore held by or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and are merged with the lien and security interest created herein as cumulative security for the repayment of the Note, the performance and discharge of the Obligations under the Note and the Security Documents.

4.8. Transfer of Premises. In the event of the sale or transfer of all or any part of the Premises, or any interest therein, by operation of law or otherwise, Mortgagee is hereby authorized and empowered to deal with the transferee with reference to this Mortgage, the Premises, the debt secured hereby, and/or any of the terms or conditions contained herein, as fully and to the same extent as it might deal with Mortgagor and without in any way releasing or discharging any liabilities of Mortgagor hereunder or under the Note or the Security Documents. No transfer of the Premises by Mortgagor, without the prior written consent of Mortgagee, and no extension of time of payment or other indulgence after such transfer, shall operate to release or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue as principal until all obligations secured hereby are paid and performed in full, notwithstanding any transfer

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of the Premises, extension of time, or other indulgence to the then owner, or any other act which might constitute a discharge of a surety.

4.9. Notices. All notices, requests or demands required or permitted to be given hereunder shall be in writing, and shall be deemed effective (a) upon hand delivery, if hand delivered; (b) one (1) Business Day after such are deposited for delivery via Federal Express or other nationally recognized overnight courier service; or (c) three (3) Business Days after such are deposited in the United States mails, certified or registered mail, all with delivery charges and/or postage prepaid, and addressed as shown below, or to such other address as either party may, from time to time, designate in writing. Written notice may be given by telecopy to the telecopier number shown below as either party may designate, from time to time, in writing, provided that such notice shall not be deemed effective unless it is confirmed within 24 hours by hand delivery, courier delivery or mailing of a copy of such notice in accordance with the requirements set forth above.

If to Mortgagee: FINOVA Realty Capital Inc.
19900 MacArthur Blvd.
Suite 1100
Irvine, California 92612
Attn: Dianne Katscher
Telecopy No.: 949-476-0580

with a copy to: DeCONCINI McDONALD YETWIN
& LACY, P.C.
2901 North Central Avenue
Suite 1644
Phoenix, Arizona 85012-2736
Attn: Gregory W. Huber, Esq.
Telecopy No.: 602-241-0220

If to Mortgagor: Lincoln Mall LLC
1981 North Broadway, Suite 415
Walnut Creek, California 94596
Attn: Paul Menzies
Telecopy No.: 925-937-4173

4.10. Rights Cumulative. Each and every one of the rights, remedies, and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies, or benefits or of any other rights, remedies, or benefits allowed by law or in equity. Any waiver by Mortgagee of any default or an Event of Default shall not be effective unless in writing and signed by Mortgagee, and, in any event, shall not constitute a waiver of any similar or other default.

4.11. Successors and Assigns. All of the covenants and conditions hereof shall run with the land, shall be binding upon the successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of Mortgagee (including, without limitation, any lender participating with Mortgagee in the Note). Any reference herein to "Mortgagee" shall include the successors and assigns of Mortgagee. It is expressly intended, understood, and agreed

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that this Mortgage and the Security Documents are made and entered into for the sole protection and benefit of Mortgagee and Mortgagor and their respective successors and assigns (but in the case of assigns of Mortgagor, only to the extent permitted hereunder), and no other person or persons shall have any right to action hereon or rights to the loan funds or proceeds of the Note at any time; that the loan funds or proceeds of the Note do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any undisbursed loan funds or proceeds of the Note at any time; and that Mortgagee shall have a lien upon and right to direct application of any undisbursed loan funds as additional security for the Note, this Mortgage, and the other Loan Documents and the Security Documents.

4.12. Waivers by Mortgagor. To the fullest extent permitted by applicable law, Mortgagor, for itself, its successors and assigns, and each and every person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired, hereby waives notice of maturity, demand, presentment for payment, diligence in collection, notice of non-payment and protest, and any and all other notices and defenses, whatsoever, with respect to any and all of the indebtedness hereby secured; and hereby consents and agrees that Mortgagee may amend the terms thereof, may release all or any part of the security for the payment thereof, and may release any party liable for the payment thereof, without, in any event, affecting the terms or effect of this Mortgage or the obligations or liabilities hereunder of Mortgagor, its successors or assigns, or any person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired.

4.13. Additional Instruments. Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such mortgages, chattel mortgages, security agreements, or other similar security instruments, in form and substance satisfactory to Mortgagee, covering all property of any kind, whatsoever, owned by Mortgagor or in which Mortgagor may have any interest which, in the sole opinion of Mortgagee, is essential to the operation of the property covered by this Mortgage. Neither a request so made by Mortgagee, nor the failure of Mortgagor to make such a request, shall be construed as a release of such property, or any part thereof, from the lien of this Mortgage, it being understood and agreed that this covenant and any such chattel mortgage, security agreement, or other similar security instrument, delivered to Mortgagee, are cumulative and given as additional security.

4.14. CHOICE OF LAW; JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.

(a) IT IS THE PARTIES' EXPRESS INTENT THAT THIS MORTGAGE AND THE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA (EXCLUDING APPLICATION OF ITS CONFLICT OF LAWS PRINCIPLES), AND TO THE EXTENT THEY PREEMPT THE LAWS OF SUCH STATE, THE LAWS OF THE UNITED STATES; PROVIDED, HOWEVER, THAT ANY JUDICIAL FORECLOSURE, TRUSTEE'S SALE, RECEIVERSHIP OR (TO THE EXTENT REQUIRED BY ILLINOIS LAW) OTHER REMEDY DIRECTLY INVOLVING THE PREMISES SHALL, IN ALL SUBSTANTIVE AND PROCEDURAL RESPECTS, BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, INCLUDING, WITHOUT LIMITATION, THE ILLINOIS UNIFORM COMMERCIAL CODE.

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(b) EXCEPT AS EXPRESSLY PROVIDED ABOVE, MORTGAGOR: (A) HEREBY IRREVOCABLY SUBMITS ITSELF TO THE PROCESS, JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF ARIZONA, MARICOPA COUNTY, AND TO THE PROCESS, JURISDICTION, AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, FOR THE PURPOSES OF SUIT, ACTION OR OTHER PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE SUBJECT MATTER HEREOF, OR, IF MORTGAGEE INITIATES SUCH ACTION, ANY COURT IN WHICH MORTGAGEE SHALL INITIATE SUCH ACTION AND THE CHOICE OF SUCH VENUE SHALL IN ALL INSTANCES BE AT MORTGAGEE'S ELECTION; AND (B) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT MORTGAGOR IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. MORTGAGOR HEREBY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY JUDGMENT OR ACTION IN ANY OTHER FORUM.

(c) MORTGAGEE AND MORTGAGOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER ANY OF THE LOAN DOCUMENTS WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED BY A JUDGE SITTING WITHOUT A JURY, AND MORTGAGOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY SUCH PROCEEDING.

(d) ALL OF THE PROVISIONS SET FORTH IN THIS PARAGRAPH ARE A MATERIAL INDUCEMENT FOR MORTGAGEE'S MAKING THE LOAN TO MORTGAGOR.

 MORTGAGOR's Initials

4.15. Expenses of Mortgagee. If Mortgagee is made or becomes a party to any suit or proceeding by reason of the interest of Mortgagee in the Premises, or if the Note, this Mortgage, or any other Loan Document or Security Document is placed in the hands of an attorney or attorneys to defend or enforce any rights of Mortgagee, then Mortgagor shall reimburse Mortgagee for all costs and expenses, including reasonable attorneys', paralegals' and law clerks' fees, incurred by Mortgagee in connection therewith. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts due under the Note after the same become due.

4.16. Estoppel Certificates. Mortgagor, upon request of Mortgagee, shall, from time to time, certify to Mortgagee or to any proposed assignee of this Mortgage, by an instrument in form satisfactory to Mortgagee, duly acknowledged, the amount then owing on the sums secured hereby and the date on which interest thereon has been paid and whether any offsets or defenses exist against payment thereof or performance of any obligation of Mortgagor under

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the Note, this Mortgage, or any of the Loan Documents or Security Documents within five (5) days if such request is made personally, or within ten (10) days if such request is made by mail.

Mortgagee and any proposed assignee of this Mortgage shall have the right to rely on any such certification.

4.17. Right of Inspection. Mortgagee and its authorized agents, representatives, and employees shall have the right, at the option of Mortgagee, to enter into the Premises at all reasonable times for the purpose of inspecting the same and, at the option of Mortgagee, remedying any default or Event of Default hereunder on the part of Mortgagor, including, but not limited to, any failure on the part of Mortgagor to repair the Premises.

4.18. Amendment. Neither this Mortgage nor any term, covenant, or condition contained herein may be amended, modified, or terminated, except by an agreement in writing, signed by the party against whom enforcement of the amendment, modification, or termination is sought.

4.19. Construction. The Loan Agreement, the Note, this Mortgage, and the Security Documents have been arrived at through negotiation, have been approved as to form by counsel for both Mortgagee and Mortgagor, and shall be construed without regard to any presumption or rule requiring construction against the party causing such instruments to be drafted. The headings and captions contained in this Mortgage are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this Mortgage, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

4.20. Definitions. The following terms shall, for all purposes of this Mortgage, have the respective meanings hereinafter specified, unless the context otherwise requires:

4.20.1. "Mortgagor" shall mean the Mortgagor herein named and any subsequent owner or owners of the Premises, or any part thereof, and its or their respective permitted successors and assigns;

4.20.2. "Mortgagee" shall mean the Mortgagee herein named and any subsequent holder or holders of this Mortgage and its or their respective successors and assigns;

4.20.3. "person" shall mean an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any business or legal entity;

4.20.4. "lease" shall mean each and every lease, sublease, letting, concession agreement, easement, occupancy agreement, or any other agreement, whether written or oral, and whether now or hereafter in force or entered into, for the use or hire of all or any part of the Premises;

4.20.5. "tenant" shall mean any tenant, subtenant, occupant, or other person entitled to use or occupy any portion of the Premises, pursuant to any lease;

4.20.6. "rent" shall mean all rents, issues, revenues, income, profits, additional rents, percentage rentals, overage rentals, fees, charges, room rates and other sums or

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payments due or to become due from the tenant under any lease or from any occupant of the Premises under any short-term or day to day occupancy agreement or similar arrangement; and the words or term "rents, issues, and profits" shall be deemed to include, but shall not be limited to, all such sums and payments.

4.21. Receipt by Mortgagor. Mortgagor hereby acknowledges that a full, true, and complete copy of this Mortgage (including Exhibits A, through C hereto) was delivered to and received by it on the date of actual execution hereof by Mortgagor, as set forth below.

4.22. Severance of Counterclaims. In the event that Mortgagee institutes a proceeding on all or any of, the Note, this Mortgage, the Loan Documents, Security Documents, or any related document, Mortgagor hereby stipulates to the entry of an order severing, for separate trial, all counterclaims against mortgagee, whether such counterclaims are compulsory or permissive.

4.23. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secured as part of the Obligations the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Mortgagee in connection with the Obligations, all in accordance with the Note, this Mortgage, and the other Loan Documents, provided, however, that in no event shall the total amount of the Obligations including loan proceeds disbursed plus any additional charges, exceed two hundred percent (200%) of the face amount of the Note.

4.24. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any and all other instruments and documents now or hereafter evidencing, securing or otherwise relating to the Obligations. To the fullest extent permitted by law, Mortgagor waives all present and future statutes of limitation with respect to the Obligations or any part thereof in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.


4.25. Benefits of Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein is repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

4.26. Insurance. Wherever provision is made in the Mortgage for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

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IN WITNESS WHEREOF, Mortgagor has caused these presents, to be duly executed, sealed, and delivered as of the day and year first above written.

LINCOLN MALL, L.L.C.,
a Delaware limited liability company
By: Levin Menzies Kelly & Associates LLC
a California limited liability company
Its: Manager

By 
Paul D. Menzies
Its Manager

Address: 1981 North Broadway
Suite 415
Walnut Creek, California 94596

Signed in the presence of:

Witness: 

Name: Shelton Freeman

Witness: 

Name: Claudia R. Silva

EXHIBITS:

- A - Description of Land
- B - Tangible Personal Property
- C - Permitted Encumbrances

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STATE OF ARIZONA)
) SS.
COUNTY OF Maricopa)

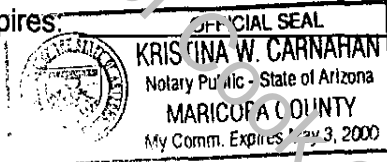
I, Kristina W. Carnahan, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Paul D. Menzies, as Manager of Levin Menzies Kelly & Associates LLC, a California limited liability company, the manager of Lincoln Mall LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledge to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 11th day of December, 1998.

Kristina W. Carnahan
Notary Public

My Commission Expires:

[NOTARY SEAL]



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Exhibit A

Legal Description

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 (EXCEPT THE NORTH 70 FEET OF THAT PART OF LOT 1 IN LINCOLN MALL LYING SOUTH AND ADJACENT TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22) AND LOT 6 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 20, 1972 AS DOCUMENT 21840371 IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND PUMP HOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDING AND OTHER OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT DATED MARCH 7, 1972 AND RECORDED ON MARCH 24, 1972 AS DOCUMENT 21846183 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION AND WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, IN, ON, OVER, UPON AND UNDER LOTS 2, 3, 4, AND 5 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLOT PLAN ATTACHED TO SAID RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AS AMENDED AND MODIFIED BY THAT CERTAIN EASEMENT RELOCATION AGREEMENT, FIRST AMENDMENT TO TOTAL SITE AGREEMENT AND HIGHWAY EASEMENT REVOCATION AND DRAINAGE GRANT EASEMENT, RECORDED ON SEPTEMBER 9, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT 24099069

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCELS 1, 9, 10 AND 11 ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN TOTAL SITE AGREEMENT DATED MARCH 7, 1972 AND RECORDED MARCH 24, 1972 AS DOCUMENT 21846182 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE

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CORPORATION, J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1971 AND KNOWN AS TRUST NUMBER 57866, IN, ON, OVER, UPON AND UNDER LOTS 2, 3 (EXCEPT THAT PART OF LOT 3 CONDEMNED IN CASE NUMBER 83L052236), 4, 5, 8, 9, 10, 11 AND 12 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLOT PLAN ATTACHED TO THE SAID TOTAL SITE AGREEMENT AS AMENDED AND MODIFIED BY THAT CERTAIN EASEMENT RELOCATION AGREEMENT, FIRST AMENDMENT TO TOTAL SITE AGREEMENT AND HIGHWAY EASEMENT REVOCATION AND DRAINAGE GRANT EASEMENT, RECORDED ON SEPTEMBER 9, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT 24099069

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM ARCO PIPE LINE COMPANY, A CORPORATION OF DELAWARE, DATED MARCH 22, 1973 AND RECORDED MAY 14, 1973 AS DOCUMENT 22323290 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS, AND WATER LINES, AS DESCRIBED IN SAID INSTRUMENT, ON AND OVER AND THROUGH THE WEST 50 FEET OF THE EAST 125 FEET (EXCEPT THE NORTH 522.72 FEET AND EXCEPT THE RAILROAD RIGHT OF WAY) OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM NATURAL GAS PIPELINE COMPANY OF AMERICA, A CORPORATION OF DELAWARE, DATED MAY 23, 1973 AND RECORDED AUGUST 17, 1973 AS DOCUMENT 22443133 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES, AS DESCRIBED IN SAID INSTRUMENT, ON AND OVER AND THROUGH THE EAST 75 FEET OF THE NORTHWEST 1/4 AND THE EAST 75 FEET OF THAT PART OF THE SOUTHWEST 1/4 LYING NORTH OF THE MICHIGAN CENTRAL RAILROAD, ALL IN SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 7, 9, 10, 11 AND 12 AND OTHER PROPERTY AS CREATED BY GRANT OF EASEMENT DATED MAY 4, 1990 AND RECORDED MAY 4, 1990 AS DOCUMENT 90207754 FOR INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE OUTFALL FACILITIES AND OTHER DRAINAGE FACILITIES OVER THE FOLLOWING DESCRIBED LAND:

THE SOUTH 100 FEET OF THE NORTH 153.49 FEET OF LOT 21 LYING WESTERLY OF THE CENTERLINE OF BUTTERFIELD CREEK IN BLOCK 2 IN MATTESON FARMS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22 LYING NORTH OF THE NORTHERLY LINE OF THE PENN-CENTRAL RAILROAD (FORMERLY THE MICHIGAN CENTRAL RAILROAD) RIGHT OF WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE

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SOUTHWEST 1/4 OF SECTION 22, SAID LINE BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY; THENCE WEST ON THE NORTHERLY LINE OF SAID RAILROAD, SAID LINE HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 45 SECONDS WEST FOR THE PURPOSE OF THE DESCRIPTION, A DISTANCE OF 812 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 220 FEET TO A POINT; THENCE NORTH 45 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 862.77 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 43 MINUTES, 45 SECONDS EAST, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY ON A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY AND SAID LINE HAVING A BEARING OF SOUTH 00 DEGREES, 05 MINUTES, 25 SECONDS EAST, A DISTANCE OF 832 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 7 TO LINCOLN HIGHWAY (U. S. ROUTE 30) AND CICERO AVENUE, AS SET FORTH IN AGREEMENT AND DECLARATION BY J. C. PENNEY, INC., A DELAWARE CORPORATION, AND EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 23512 DATED NOVEMBER 1, 1968 AND RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343 AND AMENDED BY DESIGNATION OF EASEMENT RECORDED NOVEMBER 10, 1977 AS DOCUMENT 24188603, OVER RING ROAD IN LINCOLN MALL SHOPPING CENTER, IN COOK COUNTY, ILLINOIS

PARCEL 9:

LOT 2 IN THE RESUBDIVISION OF LOT 8 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1977 AS DOCUMENT 23835201, IN COOK COUNTY, ILLINOIS

PARCEL 10:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOT 9 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT 24693781, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 (BEING THE POINT WHERE THE SOUTH LINE OF SAID LOT 1 INTERSECTS THE EAST LINE OF CICERO AVENUE) AND PROCEEDING THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON SAID SOUTH LINE 30 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH LINE 20 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTH LINE 30 FEET; THENCE SOUTHERLY 20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 11:

THAT PART OF LOT 2 IN THE RESUBDIVISION OF LOT 12 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1974 AS DOCUMENT 22684834, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED COURSE; CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 396.11

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FEET, A DISTANCE OF 91.89 FEET; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 61.03 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 12: EASEMENT FOR SIGN FOR THE BENEFIT OF LOT 1 OVER ACROSS, UNDER AND THROUGH THE LAND TO ERECT, USE, OPERATE, MAINTAIN, REPAIR AND REPLACE "THE SIGN" AS CURRENTLY LOCATED ON THE LAND FOR THE INSTALLTION, USE, OPERTION, REPAIR AND REPLACEMENT OF ELECTRICAL LINES TO SERVICE THE SIGN AND FOR INGRESSES AND EGRESS TO AND FROM THE LAND AND TO AND FROM THE PUBLICLY DEDICATED STREETS OR EASEMENT AREAS TO PERMIT THE GRANTEE (ITS SUCCESSORS AND ASSIGNS) USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE THE SIGN OVER THAT PORTION OF FOLLOWING LAND AS DEPICTED BY THE CROSS HATCHING ON EXHIBIT C ATTACHED TO THE SIGN EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 90616283: LOT 1 IN THE RESUBDIVISION OF LOT 10 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1979 AS DOCUMENT NUMBER 24883804 IN COOK COUNTY ILLINOIS

PARCEL 13: 10 FOOT EASEMENT RECORDED AS DOCUMENT NUMBER 25092669 FOR THE BENEFIT OF THAT PART OF PARCEL 1 FALLING WITHIN LOT 1 FOR MAINTENANCE, REPAIR, REPLACEMENT IN THEIR EXISTNG LOCATIONS AND REMOVAL OF EXISTING SHOPPING CENTER SIGNS, TRAFFIC CONTROL SIGNS, LIGHT POSTS AND CURBING AND PAVING FOR A ROAD, INCLUDING MAINTENANCE RIGHTS IN, OVER, UNDER AND ACROSS THE SOUTH THE SOUTHEASTERLY AND THE EAST 10 FEET OF LOT 11 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

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31-22-300-021-0000
31-22-300-022-0000
31-22-300-027-0000
31-22-300-037-0000
31-22-300-039-0000
31-22-300-041-0000
31-22-300-055-0000

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208 LINCOLN MALL
MATTESON, IL

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EXHIBIT "B"

All of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the following described property, and including all additions, substitutions, accessions, repairs, replacements and the proceeds and products of the following described property, whether installed, affixed, attached, kept or situated on, to or at the real property ("Premises") described in Exhibit "A", or used, acquired or produced in connection with the operation of the business thereon, wherever located as follows (collectively, the "Collateral"):

All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on any portion of the Premises and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof, together with all rights-of-way, easements, licenses, privileges, water and water rights and appurtenances to the Premises.

All right, title, and interest of Mortgagor in and to all fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or at any time hereafter installed or located on or used or usable in connection with the Premises or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by Mortgagor, including but not limited to, all accessories, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, communicating, and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, and escalators, and the machinery, appliances, fixtures, and equipment pertaining thereto, all of which fixtures, furnishings, furniture, equipment, machinery, and other Premises shall be deemed to be part of the Collateral.

All rights, privileges, permits, licenses (to the extent assignable under applicable law), management contracts, supply agreements, insurance policies, franchise agreements, reservation system agreements, construction contracts, plans and specifications and other contracts, authorizations, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Premises or required or used in connection with the operation of any business thereon.

All rents, sales proceeds, income, room rates, rents, accounts, issues, profits, royalties, revenues and other revenues derived from or belonging to all or part of the Premises and the Collateral or any part thereof, generated from the operation of Mortgagor's business thereon, and the proceeds thereof, and all rights, whether now or at any time hereafter existing, of Mortgagor, under, pursuant to, or in connection with any and all existing and future leases, subleases, and use and occupancy agreements and other agreements affecting all or any part of the Premises and the Collateral, and the proceeds thereof, and in all instances whether arising before or after the filing of a bankruptcy petition by or against Debtor.

All Mortgagor's pre-petition and post-petition accounts, and rights to the payment of money, including, without limitation, all revenues of any sort, payment for goods sold or leased or for services rendered, whether or not Mortgagor has earned such payment by performance, rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. These rights include all rights and interests (including all liens and security interests) which Mortgagor may have by law or agreement against any account debtor or obligor of Mortgagor.

All general intangibles, including, without limitation, trademarks, tradenames, and

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copyrights, now or hereafter used in connection with the Premises or the operation of the business thereon.

All of Mortgagor's books and records and other instruments and documents of title pertaining to any of the Collateral described herein.

Any other assets in which Mortgagor has or asserts an ownership interest in and which are used or useful in connection with the operation of the Premises and Collateral as a retail mall.

Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Premises and the Collateral and other property and interests described in this Exhibit B into cash or liquidated claims, including without limitation by reason of specification, all proceeds of insurance and all awards and payments, including interest thereon, which may be made in respect of all or any part of the Premises or Collateral, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Premises or Collateral, the exercise of the right of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Premises, or any other injury to or decrease in the value of all or any part of the Premises or Collateral.

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EXHIBIT "C"

Permitted Exceptions

1. Taxes for the year 1998;
2. Easement for ingress and egress recorded as Document No. 27428448 (affects Easement Parcel 3);

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POLICY NO.: 1401 007740446 02

- 7 4. MEMORANDUM OF LINCOLN MALL CENTRAL PLANT AGREEMENT BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 KNOWN AS TRUST NUMBER 57420 AND WIEBOLDT STORES, INC., CORPORATION OF ILLINOIS FOR A TERM COMMENCING JULY 23, 1973 AND ENDING AUGUST 6, 1998 AND A RENEWAL TERM COMMENCING AUGUST 7, 1998 AND ENDING DECEMBER 31, 2023 RECORDED MARCH 5, 1974 AS DOCUMENT 22645324.

(AFFECTS FEE PARCEL 1)

NOTE: A MEMO OF THE AGREEMENT HAS BEEN RECORDED THEREFORE CTI IS NOT ABLE TO OBTAIN A COMPLETE COPY OF THE AGREEMENT

- 8 5. EASEMENT OVER THE NORTH 70 FEET (EXCEPT THAT PART TAKEN FOR LINCOLN HIGHWAY) OF THE WEST 65 FEET OF THE EAST 483 FEET OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TO CONSTRUCT AND MAINTAIN A 16 INCH WATER MAIN AND APPURTENANCES THERETO TOGETHER WITH RIGHT OF ACCESS FOR THE PURPOSE OF RECONSTRUCTION, REPAIR, MAINTENANCE, OR OPERATION OF THE UTILITIES, AS GRANTED TO THE VILLAGE OF MATTESON, BY EASEMENT AGREEMENT DATED NOVEMBER 25, 1969 AND RECORDED DECEMBER 22, 1969 AS DOCUMENT 21036085.

(AFFECTS THE SOUTH 37 FEET OF THE MOST NORTHERLY 70 FEET OF LOT 1 OF LINCOLN MALL SUBDIVISION AND OTHER PROPERTY)

(AFFECTS FEE PARCEL 1 AND EASEMENT PARCEL 9)

- C 6. RIGHTS OF THE PUBLIC, STATE OF ILLINOIS AND THE VILLAGE OF MATTESON IN AND TO THAT PART OF THE LAND DEDICATED FOR LINCOLN HIGHWAY RECORDED AS DOCUMENT NUMBER 21840371. (AFFECTS THE NORTH 33 FEET OF LOT 1 AND THE NORTH 33 FEET OF LOT 3 OF LINCOLN MALL SUBDIVISION)

(AFFECTS FEE PARCEL 1 AND EASEMENT PARCELS 2, 3, 5 AND 8)

- D 7. A PERPETUAL EASEMENT FOR THE SOLE PURPOSE OF DRAINAGE IN, UPON AND OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A 35 FOOT STRIP OF LAND, LYING EQUIDISTANT ABOUT THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT ON THE EAST LINE OF CICERO AVENUE, DISTANT 1454.12 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE, A DISTANCE OF 206.14 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY WITH A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 60 DEGREES, A DISTANCE OF 52.36 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, A DISTANCE OF 555.14 FEET THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 5 DEGREES TO THE LEFT OF THE LAST DESCRIBED COURSE A DISTANCE OF 213.72 FEET TO THE POINT OF TERMINATION, AND A LICENSE TO CONSTRUCT A TEMPORARY DRAINAGE DITCH FROM THE EAST END OF

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THE ABOVE DESCRIBED LAND TO THE NEAREST PRACTICAL POINT OF NATURAL DRAINAGE, AS CREATED BY EASEMENT AGREEMENT BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 40798, AND STATE OF ILLINOIS ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS, DATED DECEMBER 10, 1970 AND RECORDED MARCH 29, 1971 AS DOCUMENT 21433856, AND THE TERMS, LIMITATIONS, CONDITIONS, RESERVATION AND COVENANTS CONTAINED THEREIN

NOTE: AMENDED BY FIRST AMENDMENT DATED MAY 1, 1977 AND RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069, AS SHOWN ON PLAT OF RESUBDIVISION OF LOT 9 AFORS.AID.

(AFFECTS LOTS 5, 8 AND 9 OF LINCOLN MALL SUBDIVISION)

(AFFECTS EASEMENT PARCELS 2 AND 3)

- E 8. GRANT FOR UTILITY PURPOSES MADE BY J. WESLEY MC CORMACK, INC, TO THE ILLINOIS BELL TELEPHONE COMPANY DATED NOVEMBER 3, 1952 AND RECORDED APRIL 6, 1953 AS DOCUMENT 15584692, CREATING AN EASEMENT OVER, UPON, ETC., A STRIP OF LAND 1 ROD WIDE PARALLEL WITH AND ADJACENT TO AND NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN CENTRAL RAILROAD BEING THE SOUTHERLY 1 ROD OF PART OF THE SOUTHWEST 1/4 OF SECTION 22 (EXCEPT RAILROAD PROPERTY AND EXCEPT THE EAST 75 FEET BY METES AND BOUNDS CONVEYED TO CHICAGO DISTRICT PIPELINE COMPANY), AND UPON, OVER AND ACROSS PUBLIC ROADS AND STREETS ADJOINING SAID PROPERTY WITH RIGHT OF INGRESS AND EGRESS THERETO.

(AFFECTS BASEMENT PARCELS 2, 3, AND FIVE PARCELS 7 AND 9)

- F 9. EASEMENT CREATED BY GRANT FROM ARCO PIPE LINE COMPANY, CORPORATION OF DELAWARE TO THE COMMONWEALTH EDISON COMPANY TO LAY, INSTALL, OPERATE AND MAINTAIN AN UNDERGROUND 5 INCH SIX-MULTIPLE CONCRETE DUCT THROUGH, UNDER, AND ACROSS THE LAND, SAID GRANT DATED AUGUST 29, 1972 AND RECORDED SEPTEMBER 25, 1972 AS DOCUMENT 22062312.

(AFFECTS EASEMENT PARCELS 4 AND 5)

- G 10. TRUST DEED DATED NOVEMBER 15, 1949 AND RECORDED FEBRUARY 2, 1950 AS DOCUMENT 14731496 AND FILED MARCH 1, 1951 AS DOCUMENT LR1340543 MADE BY CHICAGO DISTRICT PIPELINE COMPANY TO THE NORTHERN TRUST COMPANY, TO SECURE A NOTE FOR \$6,200,000.00. (CONVEYS PROPERTY NOT NOW IN QUESTION AND ALL PROPERTY NOW OWNED OR HEREAFTER ACQUIRED)

SUPPLEMENTAL INDENTURE DATED JUNE 1, 1955 AND RECORDED JUNE 14, 1955 AS DOCUMENT 16267862 AND FILED JUNE 14, 1955 AS DOCUMENT LR1600935.

SUPPLEMENTAL INDENTURE DATED JANUARY 1, 1958 AND RECORDED FEBRUARY 4, 1958 AS DOCUMENT 17126359 AND FILED FEBRUARY 5, 1958 AS DOCUMENT LR1780472.

SUPPLEMENTAL INDENTURE DATED DECEMBER 1, 1960 AND RECORDED DECEMBER 14, 1960 AS DOCUMENT 18041197 AND FILED DECEMBER 15, 1960 AS DOCUMENT LR1956353.

SUPPLEMENTAL INDENTURE DATED NOVEMBER 1, 1966 AND RECORDED NOVEMBER 2, 1966

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AS DOCUMENT 19984415 AND FILED JANUARY 20, 1967 AS DOCUMENT LR2308856.

AFFECTS EASEMENT PARCEL 4

H 11. TRUST DEED

DATED NOVEMBER 1, 1945 AND RECORDED FEBRUARY 5, 1946 AS DOCUMENT 13712844 MADE BY NATURAL GAS PIPELINE COMPANY OF AMERICA, CORPORATION OF DELAWARE TO THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, A NATIONAL BANKING ASSOCIATION, TO SECURE A NOTE FOR \$25,000,000.00.

NOTE: SAID TRUST DEED HAS BEEN SUPPLEMENTED BY INSTRUMENTS RECORDED AS DOCUMENTS 13863280, 14994446, 17371114, 17507872, 17980611, 17980612, 17980613, 17980614, 17980615, 18375687, 18646919, 18646920, 19224737, 19648040, 19932713, 19984416, 20354861, 20919765 AND 21029330.

BY INSTRUMENT DATED SEPTEMBER 28, 1960 AND RECORDED OCTOBER 4, 1960 AS DOCUMENT 17980608 MERCANTILE TRUST COMPANY WAS APPOINTED AS ADDITIONAL OR CO-TRUSTEE UNDER TRUST DEED DATED NOVEMBER 1, 1945 AS SUPPLEMENTED. BY INSTRUMENT DATED JULY 30, 1969 AND RECORDED AUGUST 4, 1969 AS DOCUMENT 20919766 E. L. LOSER WAS APPOINTED AS CO-TRUSTEE UNDER TRUST DEED DATED NOVEMBER 1, 1945, AS SUPPLEMENTED.

NOTE: THE TRUSTEES UNDER THE TRUST DEED AFORESAID ARE NOW, ACCORDING TO THE SUPPLEMENT RECORDED AS DOCUMENT 21029330, THE CHASE MANHATTAN BANK, NATIONAL ASSOCIATION, MERCANTILE TRUST COMPANY, NATIONAL ASSOCIATION, AND E. L. LOSER.

(AFFECTS EASEMENT PARCEL 5)

- K 12. EASEMENT CREATED BY GRANT FROM NATURAL GAS PIPELINE COMPANY OF AMERICA, CORPORATION OF DELAWARE, TO THE COMMONWEALTH EDISON COMPANY TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REMOVE ONE FIVE INCH SIX MULTIPLE CONCRETE DUCT ACROSS THE LAND AT THE LOCATIONS MARKED ON EXHIBIT A SAID GRANT DATED OCTOBER 11, 1972 AND RECORDED DECEMBER 1, 1972 AS DOCUMENT 22143876.

(AFFECTS PARCEL 5)

- L 13. TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCELS NUMBERS 2, 3, 4, 5, 6, 8, 12 AND 13 CONTAINED IN THE INSTRUMENTS CREATING SUCH EASEMENTS.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS, THEIR AGENTS, GUESTS AND ALL PARTIES CLAIMING THEREUNDER IN AND TO THE CONCURRENT USE OF SAID EASEMENTS INSURED HEREIN.

- M 14. RESTRICTIONS RELATING TO WATER WELLS AND WASTE DISPOSAL SYSTEMS CONTAINED IN PLAT OF SUBDIVISION RECORDED DECEMBER 15, 1950 AS DOCUMENT 14974213 RELATING TO CONSTRUCTION AND LOCATION OF WATER WELLS AND WASTE DISPOSAL SYSTEM. NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

(AFFECTS EASEMENT PARCEL 6)

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NOTE: SPECIAL RESTRICTION ENDORSEMENT ATTACHED.

- N 15. RESTRICTION CONTAINED IN DEED RECORDED SEPTEMBER 5, 1952 AS DOCUMENT 15428037 REQUIRING BUILDING PLANS BY A LICENSED ARCHITECT.

(AFFECTS EASEMENT PARCEL 6 AND OTHER PROPERTY)

NOTE: RESTRICTION ENDORSEMENT NO. 1 ATTACHED.

- O 16. BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED DECEMBER 15, 1950 AS DOCUMENT 14974213 AS FOLLOWS:

50 FOOT BUILDING LINE ON THE WEST <LN LOT 21.

(AFFECTS EASEMENT PARCEL 6)

NOTE: RESTRICTION ENDORSEMENT NO. 1 ATTACHED.

- P 17. RIGHTS OF THE ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF BUTTERFIELD CREEK.

(AFFECTS EASEMENT PARCEL 6)

- R 18. GRANT OF EASEMENT MADE BY LINCOLN MALL PROPERTIES INC. RECORDED SEPTEMBER 28, 1977 AS DOCUMENT 24125547 TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE FROM TIME TO TIME CABLES, CONDUITS, MANHOLES, AND OTHER UNDERGROUND FACILITIES USED IN CONNECTION WITH THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC, SOUNDS AND SIGNALS TOGETHER WITH RIGHT OF ACCESS THERETO IN, OVER, UNDER, ACROSS AND ALONG A PART OF LOT 5 IN LINCOLN MALL.

(AFFECTS LOT 5 IN LINCOLN MALL)

(AFFECTS EASEMENT PARCELS 2 AND 3)

- S 19. GRANT OF EASEMENT MADE BY UNION FEDERAL SAVINGS AND LOAN ASSOCIATION OF COOK COUNTY, ILLINOIS TO THE COMMONWEALTH EDISON COMPANY TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE FROM TIME TO TIME WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY TOGETHER WITH RIGHT OF ACCESS RECORDED JUNE 5, 1975 AS DOCUMENT 23104916.

(AFFECTS LOT 1 IN RESUBDIVISION OF LOT 12 IN LINCOLN MALL)

(AFFECTS EASEMENT PARCEL 3)

- U 20. MEMORANDUM OF LINCOLN MALL CENTRAL PLANT AGREEMENT MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420 AND CARSON PIRIE SCOTT AND

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COMPANY, CORPORATION OF DELAWARE FOR A TERM COMMENCING JULY 23, 1973 AND ENDING AUGUST 7, 1998 AND A RENEWAL TERM COMMENCING AUGUST 8, 1998 AND ENDING DECEMBER 31, 2023 RECORDED MARCH 5, 1974 AS DOCUMENT 22645325.

(AFFECTS FEE PARCEL 1)

NOTE: A MEMO OF THE AGREEMENT HAS BEEN RECORDED THEREFORE CTI IS NOT ABLE TO OBTAIN A COMPLETE COPY OF THE AGREEMENT

- Y 21. EASEMENT AGREEMENT RECORDED AUGUST 22, 1974 AS DOCUMENT NUMBER 22824084 MADE BY NATURAL GAS PIPELINE COMPANY OF AMERICA AND COMMONWEALTH EDISON COMPANY AND TERMS CONTAINED THEREIN.

(AFFECTS EASEMENT PARCEL 5)

- Z 22. EASEMENT AGREEMENT RECORDED OCTOBER 6, 1978 AS DOCUMENT NUMBER 24661027 MADE BY NATURAL GAS PIPELINE COMPANY OF AMERICA, U. S. SHELTER INC. AND VILLAGE OF MATTESON AND TERMS CONTAINED THEREIN.

(AFFECTS EASEMENT PARCEL 5)

- AA 23. DECLARATION OF RESTRICTIONS AND EASEMENT FOR INGRESS AND EGRESS, 50 FEET IN WIDTH AS CREATED BY DECLARATION RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343, AND TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS LOTS 1, 4 AND 6 AND OF LINCOLN MALL SUBDIVISION)

(AFFECTS FEE PARCEL 1 AND EASEMENT PARCELS 2, 3 AND 8 AND OTHER LAND NOT NOW IN QUESTION)

NOTE: AMENDED BY DOCUMENT NUMBER 23796658 THROUGH 23796664, 23562217, AND 24060855.

NOTE: DESIGNATION OF EASEMENT RECORDED NOVEMBER 10, 1977 AS DOCUMENT 24188603 AND TERMS CONTAINED THEREIN.

NOTE: SEE SAMPLE OWNERS COMPREHENSIVE ENDORSEMENT ATTACHED.

- AB 24. COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF RESTRICTIONS AND EASEMENTS MADE BY AND BETWEEN J. C. PENNEY COMPANY, INC., A CORPORATION OF DELAWARE AND THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 8, 1968 AND KNOWN AS TRUST NUMBER 21912 RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343 RELATING TO THE EXTERIOR ARCHITECTURAL DESIGN, USE OF THE LAND, APPROVAL OF ARCHITECTURAL PLANS AND EASEMENTS.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

(AFFECTS ALL) NOTE: SEE SAMPLE OWNERS COMPREHENSIVE ENDORSEMENT ATTACHED.

- AC 25. THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION,

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OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND PUMP HOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDING AND OTHER OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID DESCRIBED PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT DATED MARCH 7, 1972, AND RECORDED ON MARCH 24, 1972 AS DOCUMENT 21846183 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, AND WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5 AND 6 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLOT PLAN ATTACHED TO SAID RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT.

NOTE: IN DOCUMENT 22551241 DATED AUGUST 9, 1973 AND RECORDED NOVEMBER 21, 1973, LINCOLN MALL PROPERTIES, INC., ASSUMED THE TERMS, CONDITIONS, COVENANTS AND AGREEMENTS SET FORTH IN THE AFORESAID RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT AND IN THE TOTAL SITE AGREEMENTS RECORDED AS DOCUMENTS 21846182 AND 21846183, SAID AGREEMENTS BEING AMENDED BY FIRST AMENDMENT DATED MAY 1, 1977 AND RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069.

(AFFECTS FEE PARCELS 1,9,10 AND 11 AND EASEMENT PARCELS 2, 3, 8,12 AND 13)

- AD 26. THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR ingress and egress and for the INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN TOTAL SITE AGREEMENT DATED MARCH 7, 1972 AND RECORDED MARCH 24, 1972 AS DOCUMENT 21846182 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1971 AND KNOWN AS TRUST NUMBER 57855, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5, 8, 9, 10, 11 AND 12 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLOT PLAN ATTACHED TO THE SAID TOTAL SITE AGREEMENT.

NOTE: IN DOCUMENT 22551241 DATED AUGUST 9, 1973 AND RECORDED NOVEMBER 21, 1973, LINCOLN MALL PROPERTIES, INC., ASSUMED THE TERMS, CONDITIONS, COVENANTS AND AGREEMENTS SET FORTH IN THE AFORESAID RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT AND IN THE TOTAL SITE AGREEMENTS RECORDED AS DOCUMENTS

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21846182 AND 21846183, SAID AGREEMENTS BEING AMENDED BY FIRST AMENDMENT DATED MAY 1, 1977 AND RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069.

(AFFECTS FEE PARCELS 1, 9, 10 AND 11 AND EASEMENT PARCELS 2, 3, 8, 12 AND 13)

AE 27. THIS POLICY DOES NOT INSURE ^{the} DIMENSIONS OF THE EASEMENTS DESCRIBED IN PARCELS 2, 3, 8 AND 13

AF 28.

15 FOOT EASEMENT OVER AND UNDER AND ACROSS THE SPOKE ROAD PORTION OF LOT 5 IN LINCOLN MALL AFORESAID AS SHOWN ON EXHIBIT B ATTACHED TO SAID GRANT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF WATER LINES, GAS MAINS AND ELECTRICAL POWER LINES (ALL OF SUCH LINES AND MAINS TO BE UNDERGROUND) AS CONTAINED IN TOTAL SITE AGREEMENT DATED MARCH 7, 1972, AND RECORDED MARCH 24, 1972, AS DOCUMENT NO. 21846182, AND TERMS AND CONDITIONS THEREOF.

(AFFECTS EASEMENT PARCELS 2, 3 AND 8)

AJ 29. GRANT OF EASEMENT RECORDED SEPTEMBER 2, 1986 AS DOCUMENT 86387407 MADE BY CHICAGO TITLE AND TRUST COMPANY AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420 TO THE ILLINOIS BELL TELEPHONE COMPANY, AN ILLINOIS CORPORATION, ITS LICENSEES, SUCCESSORS AND ASSIGNS, AN EASEMENT TO CONSTRUCT, RECONSTRUCT, ADD TO, INSTALL, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE FROM TIME TO TIME, COMMUNICATION AND ELECTRIC SYSTEMS CONSISTING OF SUCH POLES, ANCHORS, GUYS, CABLES, CONDUITS, WIRES, MANHOLES AND OTHER UNDERGROUND FACILITIES USED FOR THE PURPOSE OF TELECOMMUNICATIONS AND FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY TOGETHER WITH ACCESS TO THE SAME AND THE RIGHT TO CLEAR OBSTRUCTIONS FROM THE SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT IN, OVER, UNDER, ACROSS AND ALONG THE LAND DESCRIBED AS FOLLOWS::

THE NORTH 12 FEET OF THE WEST 50 FEET OF THE EAST 200 FEET OF LOT 1, ALL IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(AFFECTS PARCEL 1: LOT 1)

AK 30. GRANT DATED JANUARY 7, 1983 AND RECORDED MAY 3, 1983 AS DOCUMENT 26590374 FROM NATURAL GAS PIPELINE COMPANY OF AMERICA TO THE STATE OF ILLINOIS FOR USE IN ROADWAY CONSTRUCTION, AND TERMS, CONTAINED THEREIN.

(AFFECTS EASEMENT PARCEL 5)

AL 31. EASEMENT AGREEMENT DATED MARCH 9, 1984 AND RECORDED MARCH 30, 1984 AS DOCUMENT 27025413 MADE BY ARCO PIPELINE COMPANY AND THE COMMONWEALTH EDISON COMPANY.

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(AFFECTS EASEMENT PARCEL 4)

- AO 32. EASEMENT AGREEMENT DATED SEPTEMBER 7, 1984 AND RECORDED OCTOBER 1, 1984 AS DOCUMENT 27276446 MADE BY NATURAL GAS PIPELINE OF AMERICA AND PIONEER BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 23002.

(AFFECTS EASEMENT PARCEL 5)

- AZ 33. COVENANTS AND RESTRICTIONS RELATING TO GRANTEE BEING A "PARTY" UNDER TOTAL SALE AGREEMENT RECORDED AS DOCUMENT 21846182 AND AMENDMENT RECORDED AS DOCUMENT 24099069, AND ASSUMING ALL RIGHTS, LIABILITIES, DUTIES AND OBLIGATIONS OF GRANTOR THEREUNDER AND RELATING TO: USE OF THE LAND; SIZE, LOCATION, NUMBER OF SPACES AND CONSTRUCTION OF PARKING AREAS; CONSTRUCTION OF DRIVEWAYS AND ROADWAYS; CONSTRUCTIONS, LOCATION AND SCREENING OF LOADING DOCKS AND SERVICE AREAS, MAXIMUM GROUND COVERAGES OF BUILDINGS; BUILDING LOCATION AND SET BACK REQUIREMENTS; BUILDING DESIGN CRITERIA, LOCATION AND SCREENING OF MECHANICAL EQUIPMENT; SIGN CRITERIA ALL AS CONTAINED IN DEED FROM CHICAGO TITLE AND TRUST COMPANY A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1971 KNOWN AS TRUST NUMBER 57855 TO LEHNDORFF USA (CENTRAL) LIMITED, CORPORATION OF ILLINOIS, RECORDED JUNE 27, 1984 AS DOCUMENT 27149134.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

FOR FURTHER PARTICULARS SEE RECORDED INSTRUMENT.

(AFFECTS PARCELS 9, 10 AND 11)

NOTE: SEE SAMPLE OWNERS COMPREHENSIVE ENDORSEMENT ATTACHED. SAID ENDORSEMENT HAS NOT YET BEEN APPROVED

- BP 34. TERMS AND CONDITIONS OF THE SIGN EASEMENT AGREEMENT BETWEEN PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF COLORADO AND GENERAL CINEMA CORPORATION, A DELAWARE CORPORATION INCLUDING COSTS OF OPERATING, MAINTAINING AND REPAIRING ELECTRICAL SERVICE TO SAID SIGN AS SET FORTH IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 91464389

AFFECTS FEE PARCEL 10 AND EASEMENT PARCEL 3

- CA 35. MEMORANDUM OF AGREEMENT DATED NOVEMBER 3, 1994 AND RECORDED AS DOCUMENT NUMBER 94958824 BY AND BETWEEN PUBLIC EMPLOYEE'S RETIREMENT ASSOCIATION OF COLORADO, AND SEARS, ROEBUCK AND COMPANY, A NEW YORK CORPORATION, WHEREBY THE PARTIES HAVE MADE CERTAIN AGREEMENTS WITH RESPECT TO THE OPERATION AND USE OF THE SHOPPING CENTER AND THE SEARS TRACT INCLUDING PURCHASE OPTIONS.

(AFFECTS FEE PARCEL 1 AND EASEMENT PARCELS 2 AND 3)

- CC 36. NOTE: THE FOLLOWING IS PROVIDED FOR YOUR INFORMATION AND IS NOT A PART OF THIS POLICY.

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THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY APPEARS OF RECORD WHICH INCLUDES A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF

DOCUMENT NO. 90207757 DATE OF RECORDING: MAY 4, 1990.

- CG 37. EASEMENT BETWEEN UNION FEDERAL SAVINGS AND LOAN ASSOCIATION OF COOK COUNTY, ILLINOIS AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 57855 FOR THE INSTALLATION OPERATION MAINTANANCE AND REMOVAL OF A SANITARY SEWER RECORDED AS DOCUMENT NUMBER 23040099
AFFECTS EASEMENT PARCEL 3
- CK 38. EASEMENT BY GENERAL CINEMA CORPORATION TO COMMONWEALTH EDISON TO CONSTRUCT, OPERATE, MAINTAIN, RENEW RELOCATE AND REMOVE OVERHEAD AND UNDERGROUND TRANSMISSION FACILITIES ET AL ON THE LAND WITH RIGHT OF ACCESS SAID FACILITIES TO RECORDED AS DOCUMENT NUMBER 24751579
AFFECTS EASEMENT PARCEL 3
- CM 39. TERMS PROVISIONS CONDITIONS AND RESTRICTIONS REGARDING USE AND IMPROVEMENTS ETAL INCLUDING EASEMENT RIGHTS RELATING TO STORM SEWERS AND A SANITARY SEWER AND PAYMENT OF THEIR PROPORTIONATE SHARE OF TOTAL SITE AGREEMENTS FEES, IF ANY, AS SET FORTH IN TRUSTEES DEED MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UDNER TRUST NUMBER 57855 AND GENERAL CINEMA RECORDED ON MARCH 3, 1977 AS DOCUMENT NUMBER 23838535. SEE DOCUMENT FOR PARTICULARS.
AFFECTS EASEMENT PARCEL 3
- CQ 40. EASEMENT BY LINCOLN CICERO CORPORATION, A DELAWARE CORPORATION AND UNION FEDERAL SAVINGS AND LOAN ASSOCIATION OF COOK COUNTY ILLINOIS FOR THE INSTALLATION OPERATION MAINTANANCE AND REMOVAL OF A STORM SEWER RECORDED AS DOCUMENT NUMBER 23100174
AFFECTS EASEMENT PARCEL 2 AND 3
- CT 41. TERMS PROVISIONS AND COVENANTS RELATING TO CONSTRUCTION OF A THEATRE SIGN CONTAINED IN A LEASE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 57855 AND GENERAL CINEMA CORPORATION A DELAWARE CORPORATIONAS DISLOSED BY MEMEMORANDUM OF LEASE RECORDED AS DOCUMENT NUMBER 23838536. SEE DOCUMENT FOR RENTAL TERMS ETAL.

AFFECTS FEE PARCEL 10
- CU 42. 30 FT EASEMENT FOR INGRESS AND EGRESS CONTAINED IN THAT INDENTURE BY LENDORFF USA (CENTRAL) LIMITED AND ILLINOIS CORPORATION RECORDED AS DOCUMENT NUMBER 27428449

AFFECTS EASEMENT PARCEL 3
- CV 43. EASEMENT BY CHI CHI'S OF ILLINOIS INC. A KENTUCKY COMPANY, TO COMMONWEALTH EDISON AND ILLINOIS BELL FOR FACILITIES LOCATED ON THE LAND AND RECORDED AS

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DOCUMENT NUMBER 85001217

AFFECTS EASEMENT PARCEL 3

DB 44. LIMITATION OF ACCESS RIGHTS BY VIRTUE OF THE EXISTENCE OF THE RETENTION POND BUILDING AND TANK LOCATED ON LOT 6 IN RELATION TO THE ACCESS RIGHTS INSURED HERESIN AS PARCEL 8 AS DEPICTED ON SURVEY MADE BY J.M. HANK DATED JUN 17, 1998 AS OPDR NUMBER 89 2273

DE 45. EASEMENT RECORDED AS DOCUMENT NUMBER 24883804

AFFECTS EASEMENT PARCEL 3

DF 46. EASEMENT MADE BY LASALLE NATIONAL BANK AS TRUSTEE UDNER TRUST NUMBER 108924 TO COMMONWEALTH EDISON RECORDED AS DOCUMENT NUMBER 86072687

AFFECTS EASEMENT PARCEL 3

DG 47. AGREEMENT FOR CURB CUTS AND A MEANS OF DIRECT VEHICULAR PASSAGE FOR THE BENEFIT OF LOT 11 RECORDED AS DOCUMENT NUMBER 25022985

(AFFECTS EASEMENT PARCEL 3)

DI 48. RECIPROCAL EASEMENT AGREEMENT FOR INGRESS AND EGRESS BY CHCAGO FEDERAL SAVINGS AND LOAN ASSOCIATION AND FIRST PRAIRIE PARTNERS LIMITED, AN ILLINOIS LIMITED PARTNERSHIP, AS RECORDED AS DOCUMENT NUMBER 26589067 FOR INGRESS AND EGRESS

AFFECTS EASEMENT PARCEL 3

DJ 49. EASEMENT BY MATTSON RICHTON BANK, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 741523 TO COMMONWEALTH EDISON AND ILINOIS BELL TELEPHONE COMPANY RECORDED AS DOCUMENT NUMBER 86579876 AFFECTS EASEMENT PARCEL 3

DK 50. 10 FOOT STRIP EASEMENT BY MATTSON RICHTON BANK, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 741523 TO ILLINOIS BELL TELEPHONE AND COMMONWEALTH EDISON COMPANY RECORDED AS DOCUMENT NUMBER 86447806

AFFECTS EASEMENT PARCEL 3

DM 51. ELECTRIC AND TELEPHONE FACILITIES AGREEMENT BY AND BETWEEN PRAIRIE FEDERAL SAVINGS AND LOAN ASSOCIATION AND ILLINOIS BELL TELEPHONE COMPANY AND COMMONWEALTH EDISON COMPANY FOR FACILITIES AS DEPICTED ON PLAT ATTACHED TO DOCUMENT NUMBER 25380230

AFFECTS EASEMENT PARCEL 3

DO 52. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES AS DISCLOSED BY SURVEY MADE BY

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J.M. HANK AND ASSOCIATES DATED JUNE 17, 1998 AS ORDER NUMBER 89-2273 DEPICTING THE FOLLOWING: FIRE HYDRANTS, STORM SEWER MAINS AND MANHOLES, SANITARY SEWER MAINS AND MANHOLES, GAS MAINS, WATER MAINS AND MANHOLES, COMMONWEALTH EDISON CONDUIT OR CABLE AND ILLINOIS BELL TELEPHONE CONDUIT OR CABLE AND CATCH BASINS

DY 53. GRANT OF EASEMENT IN FAVOR OF CHICAGO TITLE AND TRUST LAND TRUST NUMBER 1065939, ITS SUCCESSORS AND ASSIGNS OF A PERPETUAL EASEMENT OVER RING ROAD AS THEN CONSTRUCTED AND SET FORTH IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 24188600 AFFECTS PER PARCELS 1,9,10, AND 11 AND EASEMENT PARCELS 2,3 AND 8

EC 54. RIGHTS OF THE FOLLOWING QUASI PUBLIC UTILITY COMPANIES:

UNDERGROUND ELECTRICAL FACILITIES (AND AS DEPICTED ON SURVEY MADE BY J.M. HANK AND ASSOCIATES DATED JUNE 17, 1998) AS DISCLOSED BY LETTER DATED OCTOBER 27, 1998 BY DOUGLAS TARGETT, FIELD AGENT

AERIAL AND UNDERGROUND CABLE TELEVISION FACILITIES RUNNING SOUTH FROM LINCOLN HIGHWAY TO CHI CHI'S RESTAURANT LOCATED ON LOT 1 OF CHI CHI RESUBDIVISION AS DISCLOSED BY UTILITY LETTER DATED OCTOBER 29, 1998 BY NEIL R SULLIVAN VICE PRESIDENT OF OPERATIONS OF CABLE TV FUND 15 -A LTD (ALSO KNOWN AS JONES)

NICOR GAS SYSTEMS MAIN FACILITIES AS DEPICTED ON ATLAS AS DISCLOSED BY UTILITY LETTER DATED OCTOBER 9, 1998 BY W.J CONWAY REAL ESTATE AGENT FOR NICOR GAS.

ED 55. ENCROACHMENT OF THE:

1. NORTHWEST CORNER OF BUILDING LOCATED LOT 5 (SEARS) ONTO THE INSURED PREMISES BY .22 FEET (SURVEY: SHEET 3 OF 7)
2. SOUTHEAST CORNER OF BUILDING LOCATED ON LOT 2 (CARSONS) ONTO THE INSURED PREMISES BY .15 FEET (SURVEY: SHEET 3 OF 7)
3. NORTHEAST CORNER OF BUILDING LOCATED ON LOT 2 (CARSONS) ONTO THE INSURED PREMISES BY .08 FEET (SURVEY: SHEET 3 OF 7)
4. ENCROACHMENT OF THE CURBING MAINLY ON LOT 1 ONTO THE NORTHEASTERLY PORTION OF LOT 3 BY AN UNDISCLOSED AMOUNT (SURVEY: SHEET 2 OF 7)

AS DEPICTED ON SURVEY MADE BY J.M. HANKS DATED JUNE 17, 1998 AS ORDER NUMBER 89-2273

EK 56. COVENANTS AND RESTRICTIONS RELATING TO USE OF EASEMENT, REPAIR, MAINTENANCE AND LANDSCAPING AS SET FORTH IN SIGN EASEMENT AGREEMENT DATED SEPTEMBER 18, 1990 AND RECORDED DECEMBER 19, 1990 AS DOCUMENT NUMBER 90616283 MADE BY AND

UNOFFICIAL COPY

BETWEEN VICORP RESTAURANTS, INC., A COLORADO CORPORATION AND PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO.

AFFECTS PARCELS 1 AND 12

- EL 57. PERPETUAL 20 FOOT EASEMENT IN, OVER, UNDER AND ACROSS EASEMENT AREA AS SHOWN ON THE PLAT OF SUBDIVISION FOR INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF UNDER GROUND SANITARY AND STORM SEWER LINES LEADING FROM LOT 2 TO THE SANITARY AND STORM SEWER CONNECTIONS LOCATED ON THE SOUTHERLY SIDE OF THE LAND AS CREATED BY DEED RECORDED AS DOCUMENT 24885821.

AFFECTS EASEMENT PARCEL 12

- EP 58. TERMS AND PROVISIONS AS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT DATED MAY 1, 1983 AND RECORDED MAY 2, 1983 AS DOCUMENT 26589067 MADE BY AND BETWEEN CHICAGO FEDERAL SAVINGS AND LOAN ASSOCIATION AND FIRST PRAIRIE PARTNERS LIMITED, AN ILLINOIS LIMITED PARTNERSHIP

(AFFECTS EASEMENT PARCEL 13 AND OTHER LAND)

- EQ 59. EASEMENT IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY FOR UTILITY PURPOSES AS CONTAINED IN ELECTRIC AND TELEPHONE FACILITIES AGREEMENT RECORDED AS DOCUMENT 25380230.

(AFFECTS EASEMENT PARCEL 13 AND OTHER LAND)

- EU 60. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN SIGN EASEMENT AGREEMENT RECORDED MAY 6, 1992 AS DOCUMENT 92309501, BY BEVERLY TRUST COMPANY AS SUCCESSOR TRUSTEE TO MATTESON RICHTON BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 12, 1986 AND KNOWN AS TRUST NUMBER 741523 TO PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO.

(AFFECTS EASEMENT PARCEL 13)

- EV 61. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE 10 FOOT STRIP OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED OCTOBER 1, 1986 AS DOCUMENT 86447806 FOR EXACT LOCATION, SEE EXHIBIT 'A' ATTACHED THERETO. (AFFECTS EASEMENT PARCEL 13)

- EZ 62. GRANT RECORDED NOVEMBER 19, 1959 AS DOCUMENT 17716707 TO THE NORTHERN ILLINOIS GAS COMPANY, GRANTING THE RIGHT TO LAY, MAINTAIN, OPERATE, RENEW AND REMOVE A GAS MAIN OVER, UNDER, ALONG AND ACROSS THE NORTH 50 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

(AFFECTS EASEMENT PARCEL 13)

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