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875/0663 03 001 Page 1 of 11
1998-12-31 15:31:01
Cook County Recorder 41.00

This document after recording should be returned to:

Chevron U.S.A., Inc., 575 Market Street, San Francisco, California 94105
Attn: JOHN MEDINGER



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Property of Cook County Clerk's Office

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MORTGAGE

THIS MORTGAGE is made this 22nd day of December, 1998, between **LAKESIDE CENTER LLC**, as Mortgagor, and **CHEVRON U.S.A., INC.**, 575 Market Street, San Francisco, California 94105, as Mortgagee. As used in this document the words "you" and "your" refer to the persons signing this instrument and the word "Lender" refers to Chevron U.S.A., Inc. and its successors and assigns.

Indebtedness Being Secured. You are signing this Mortgage to secure to Lender (i) the obligations of Lakeside Center Limited Partnership, a Maine limited partnership, to Lender under a Guaranty Agreement dated as of December 22, 1998 (the "Agreement"), (ii) any amounts advanced to protect the security of this Mortgage, (iii) the performance of the parties signing the Agreement and (iv) your performance of covenants and agreements contained in this Mortgage.

Security. You hereby mortgage, grant and convey to Lender the following described real estate located in the State of Illinois, subject only to prior encumbrances, restrictions of record and the lien of this Mortgage:

SEE ATTACHED EXHIBIT "A"

having an address of 350 East Cermak Road, Chicago.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold), are hereinafter referred to as the "Property".

BOX 333-CT1

You covenant that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. You covenant that you warrant and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Promises and Agreements. You agree with Lender as follows:

1. **Prior Encumbrances; Liens.** You shall perform all of your obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage (Prior Encumbrance), including your covenants to make payments when due. You shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

You shall keep the Property free from mechanic's or other liens not expressly subordinated to the lien hereof.

2. **Taxes and Assessments; Rents.** You shall pay or cause to be paid when due all general and special taxes and assessments and water, sewer and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and leasehold payments or ground rents, if any, and all other sums due under any said ground lease. You shall provide evidence satisfactory to Lender of said payments promptly after the respective due dates thereof. You shall pay in full, under protest in the manner provided by statute, any tax or assessment you desire to contest.

3. **Hazard Insurance.** You shall keep all buildings and improvements now existing or hereafter situated on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require (including but not limited to insurance against flood damage) in amounts sufficient either to pay the cost of replacing the Property in full or to pay in full the indebtedness secured hereby, together with the amount of indebtedness secured by any Prior Encumbrances.

The insurance carriers providing said insurance shall be selected by you, subject to Lender's approval, which shall not be unreasonably withheld. All policies and renewals thereof shall be in form acceptable to Lender, shall include a standard mortgagee clause with loss payable to and in form otherwise acceptable to Lender, and further shall provide for thirty (30) days' written notice to Lender prior to cancellation or material change in coverage. Subject to the terms of any Prior Encumbrance, Lender shall have the right to hold the policies and renewals thereof, which policies and renewals (stamped "Paid") shall be delivered to Lender no later than ten (10) banking days before expiration of any of said policies. You shall give prompt notice of any loss or damage to the insurance carrier(s) and to Lender. Lender may make proof of loss if not made promptly by you.

If the Property is abandoned by you, or if you fail to respond to Lender within thirty (30) days from the date notice is mailed by Lender to you that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's sole option and discretion, either to restoration or repair of the Property or to the obligations secured by

this Mortgage. You hereby direct any insurance companies to pay directly to Lender, as its interest may appear, any proceeds in the event of any loss or damage.

4. **Use, Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** You shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. You shall promptly restore or rebuild any buildings and improvements now or hereafter on the Property that may become damaged or destroyed. You shall comply with all requirements of law or municipal ordinances with respect to use, operation and maintenance of the Property, and shall make no material alterations in said Property, except as required by law or municipal ordinance, without the prior written consent of Lender. If this Mortgage is on a unit in a condominium or planned unit development, you shall perform all of your obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents. If this Mortgage is on a leasehold, you shall perform or cause to be performed all obligations of lessee under said lease.

5. **Protection of Lender's Security.** If you fail to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is threatened or commenced that materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to you, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest, including but not limited to making repairs, full or partial payment or discharge of Prior Encumbrances, payment, settling or discharge of tax liens, payment of ground rents, if any, and procurement of insurance. Lender, in making said authorized payments of taxes and assessments, may do so in accordance with any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Any amounts disbursed by Lender pursuant to this Paragraph 5, with interest thereon at the rate then applicable under the Agreement, shall become additional indebtedness secured by this Mortgage. Unless you and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to you requesting payment thereof. Nothing contained in this Paragraph 5 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of any provision in this Paragraph 5.

6. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give you notice prior to any such inspections.

7. **Condemnation.** Subject to the terms of any Prior Encumbrance, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender is authorized to collect the proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or to the obligations secured by this Mortgage.

8. **Continuation of Your Obligation; Forbearance by Lender Not a Waiver; Remedies Cumulative.** Extensions of time or other modifications of the obligations secured by this Mortgage granted by Lender to you or any of your successors in interest shall not operate to release, in any manner, your liability. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** Subject to the provisions of Paragraph 13 hereof, the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and you. All covenants and agreements of yours shall be joint and several. Each of you who co-signs this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage and warrant your interest in the Property to Lender under the terms of this Mortgage and to release homestead rights; (b) is not personally liable on the Agreement or under this Mortgage; and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage or the Agreement without your consent and without releasing the Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

10. **Notice.** Except for any notice required under applicable law to be given in another manner, any notices required to be given under this Mortgage shall be served by hand delivery or by certified mail, return receipt requested. Notices shall be served upon you at the Property address and upon Lender at Lender's address stated herein. Notices shall be deemed to have been served and effective on the date of delivery, if hand-delivered, or three (3) days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are sent by notice as provided herein.

11. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Your Copy.** You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation thereof.

13. **Transfer of the Property or of a Beneficial Interest in Mortgagor.** It shall be an immediate default under the terms of the Agreement if, without the prior written consent of Lender, which consent shall be granted or withheld at Lender's sole discretion, you shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment,

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transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (collectively, "Transfer") of the Property or any part thereof or interest therein (or if all or a portion of the beneficial interest of Mortgagor is transferred, where Mortgagor is not a natural person). In the event of such default, Lender may exercise any of the remedies contained in this Mortgage. This option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

14. **Right to Reinstate.** You shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) you pay Lender all sums that would be then due under this Mortgage and the Agreements; (b) you cure all breaches of any other covenants or agreements contained in this Mortgage; (c) you pay all reasonable expenses incurred by Lender in enforcing the covenants and agreements contained in this Mortgage, and in enforcing Lender's remedies including, but not limited to, reasonable attorneys' fees and costs; and (d) you take such action as Lender may reasonably require to assure that the lien of this obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by you, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no default or breach had occurred.

15. **Assignments of Rents; Appointment of Receiver.** As additional security hereunder, you hereby assign to Lender the rents of the Property, provided that you shall, prior to default hereunder or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon default hereunder or abandonment of the Property, and further notice to you, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. Said receiver shall have the power to collect said rents from time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the payment of the obligations secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

16. **Release.** Upon satisfaction of all obligations secured by this Mortgage, Lender shall release this Mortgage upon your payment of all costs and fees to release same, if any. You shall also pay all costs of recordation, if any.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER PRIOR ENCUMBRANCES

You and Lender request the holder of any Prior Encumbrance or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the Prior Encumbrance and of any sale or other foreclosure action.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

LAKE SIDE CENTER LLC

By: [Signature]
Print Name: PAMELA W. GLEICHMAN
Its: MANAGING MEMBER

SPACE BELOW THIS LINE FOR ACKNOWLEDGMENT

STATE OF ILLINOIS)) SS
COUNTY OF COOK))

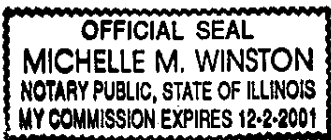
I, Michelle M. Winston a Notary

Public in and for said county and state, do hereby certify that PAMELA W. GLEICHMAN, MANAGING MEMBER OF LAKE SIDE CENTER LLC, personally known to be the same person(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

22 day of December 19 98.

Given under my hand and official seal, this __

[Signature]
Notary Public



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Exhibit A

LEGAL DESCRIPTION

ABC BUILDING:

PARCEL 1:

LOTS 8 AND 9 IN BLOCK 24 IN GURLEY'S SUBDIVISION OF BLOCKS 24 TO 28, BOTH INCLUSIVE, IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST HALF OF THE NORTH-SOUTH VACATED ALLEY LYING WEST AND ADJOINING LOTS 8 AND 9 IN BLOCK 24 IN GURLEY'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

CALUMET PLANT:

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 IN GURLEY AND KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT VACATED PART OF THE INTERSECTION OF EAST CENMAK ROAD AND SOUTH PARK AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 9 PRODUCED EAST ACROSS THE ENTRANCE OF A VACATED ALLEY TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY IN GURLEY AND KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 13 FEET WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C. R.R. COMPANY; THENCE EAST ON SAID LINE TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I. C. R.R. COMPANY; THENCE SOUTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

THE NORTHWESTERLY AND SOUTHEASTERLY 30 FEET WIDE VACATED ALLEY LYING NORTHEASTERLY AND ADJOINING THE NORTHEASTERLY LINE OF LOTS 1 TO 9, BOTH INCLUSIVE, IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C. R.R. COMPANY, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PART OF THE SOUTH 1/2 OF VACATED EAST 21ST STREET LYING NORTH AND ADJOINING THE NORTH LINE OF LOT 1 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION AFORESAID, PRODUCED EAST TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C. R.R. COMPANY; LYING SOUTHWESTERLY AND ADJOINING THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C. R.R. COMPANY AND LYING SOUTHEASTERLY OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C. R.R. COMPANY, 5 FEET SOUTHERLY OF THE SOUTH LINE OF LOT 9 IN BLOCK 6 OF GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE NORTHEAST CORNER OF LOT 1 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 1/2 OF VACATED EAST 21ST STREET LYING EAST OF THE EAST LINE OF CALUMET AVENUE AND WEST OF PARCEL NO. 4 ABOVE DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 1/2 OF VACATED EAST CERMAK ROAD LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 9 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION AFORESAID, PRODUCED EAST TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C. R.R. COMPANY (EXCEPT THAT PART DESCRIBED AS PARCEL NO. 2 ABOVE), ALL IN COOK COUNTY, ILLINOIS.

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WEST PLANT:

PARCEL 1:

LOTS 1 THROUGH 7, BOTH INCLUSIVE, AND LOTS 10 THROUGH 18, BOTH INCLUSIVE, IN BLOCK 24 OF GURLEY'S SUBDIVISION, BLOCKS 21 TO 28 OF ASSESSOR'S DIVISION, IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST AND ADJOINING LOTS 1 TO 9 INCLUSIVE, AND EAST AND ADJOINING LOTS 10 TO 18 INCLUSIVE EXCEPT THE EAST HALF OF SAID VACATED ALLEY LYING WEST AND ADJOINING LOTS 8 AND 9 ALL IN BLOCK 24 IN GURLEY'S SUBDIVISION AFORESAID EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRUCK LOT D:

PARCEL 1:

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 6 IN GEORGE SMITH'S ADDITION TO CHICAGO OF A SUBDIVISION OF BLOCKS 17 TO 22 IN ASSESSOR'S DIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF VACATED EAST 21ST STREET LYING SOUTH OF AND ADJOINING PARCEL 1 AFORESAID AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD.

LOT 2:

PARCEL 1:

LOTS 7 (EXCEPT THAT PART LYING WEST OF A LINE DRAWN THROUGH A POINT IN THE NORTH LINE OF SAID LOT 7, 23.12 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7 AND THROUGH A POINT IN THE WESTERLY LINE OF SAID LOT 7 51.80 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 7) AND LOT 8 IN NATHANIEL GOULD'S SUBDIVISION OF BLOCK 3 IN CANAL TRUSTEE'S SUBDIVISION OF THE

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1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 11 OF ASSESSOR'S DIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 8:

LOT 5 AND THE NORTH 1/2 OF LOT 8 IN BLOCK 5 OF GEORGE SMITH'S ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 17 TO 22 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MURPHY BUTTER & EGG PROPERTY

LOT 8 (EXCEPT THE NORTH 25 FEET THEREOF) AND LOT 9 IN BLOCK 5 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN Nos.:

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