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TRUST DEED

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Sebastian H. Olson

RECORDER OF DEEDS

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LEAVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 20 19 82, between Chicago Title & Trust Company, not personally but as Trustee under Trust Agreement dated January 8, 1982 and known as Trust No. 1081226 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Eight Hundred Twenty Three Thousand Three Hundred Sixty Three and 73/100 (\$823,363.73) Dollars, evidenced by one (1) Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from January 20, 1982 on the balance of principal remaining from time to time unpaid at the rate of 10.435 per cent per annum in instalments (including principal and interest) as follows:

Eight Thousand One Hundred Eighty Three and 74/100 (\$8,183.74) Dollars or more on the 1st day of February 1982 and Eight Thousand One Hundred Eighty Three and 74/100 (\$8,183.74) Dollars or more on the 1st day of each month thereafter until ~~known~~ paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January 1985. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 18 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of Robert Babbitt

in said City,

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Rolling Meadows, COUNTY OF COOK AND STATE OF ILLINOIS.

To wit:

That part of Lot 6 lying Southerly of a line drawn 251.95 feet Southerly, as measured at right angles, and parallel with the Northerly line of said Lot 6 and that part of Lot 7 lying Northerly of a line drawn 220.90 feet Northerly, as measured at right angles to the Southerly line of said lot, and parallel with the Southerly line of said Lot 7, excepting therefrom that part of said Lot 6 bounded by a line described as follows: Beginning at the intersection of the Westerly line of said lot with said line drawn 251.95 feet Southerly, as measured at right angles, and parallel with the Northerly line of said Lot 6; thence South 71 degrees 25 minutes 16 seconds East along said parallel line, 429.98 feet; thence South 73 degrees 51 minutes 23 seconds West, 206.72 feet; thence South 60 degrees 41 minutes 02 seconds West; 133.45 feet to a point on the Westerly line of said lot 6; thence North 41 degrees 25 minutes 16 seconds West along the Westerly line of said lot, 1.77 feet to a point of curve; thence North and West along the Westerly line of said lot 6, being a curved line convex to the West and having a radius of 367.0 feet, 281.01 feet, arc measure, to the place of beginning,

all in ROLLING MEADOWS INDUSTRIAL CENTER, Unit One, a subdivision of part of Sections 7 and 8, Township 41 North, Range 11 East of the 3rd Principal Meridian, in Cook County, Illinois. 676054

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor, or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

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

IN WITNESS WHEREOF, said CHICAGO TITLE AND TRUST COMPANY as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary the day and year first above written:

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid, and not personally

By [Signature] Assistant Vice President

Attest [Signature] Assistant Secretary

STATE OF ILLINOIS,)
COUNTY OF COOK) SS



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal JAN 20 1982 Date

[Signature]

Notarial Seal

Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance. *except payments due per document 22589161
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such right to be evidenced by the standard mortgage clause to be attached to each policy and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default herein, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form or manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien thereof plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and 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, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the 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 may be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and 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 said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, 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 foreclosure sale; (b) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed, nor to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.
17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.
- 18.-25. See Rider attached hereto

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<p style="text-align: center;">IMPORTANT!</p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>Identification No. <u>676054</u></p> <p>By <u>[Signature]</u> Trustee. <u>[Signature]</u> Assistant Secretary Assistant Vice President</p>
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MAIL TO:

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

BOX 533

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RIDER TO TRUST DEED DATED JANUARY 20, 1982

18. The payments of the note secured hereby shall increase from \$8,183.74 per month to \$8,600.41 beginning with the payment due February 1, 1985. At such time, the interest rate under said note shall increase from 10.435% to 11.065%.

19. This Trust Deed wraps around an existing mortgage on the same real estate which is dated November 1, 1973 and recorded January 2, 1974 as document 22589161 to Phoenix Mutual Life Insurance Company, which mortgage is attached hereto as Exhibit A and which mortgage has a principal balance of \$573,363.73 on the date hereof. Trustee agrees to make all payments due under said mortgage so long as the Mortgagor is not in default under the terms of this Trust Deed or the note secured hereby.

20. Trustee or its beneficiaries may at their option declare the entire principal balance hereunder plus all accrued interest, penalties and costs immediately due and payable in the event that title to the property should at any time be in any party other than Chicago Title as Trustee under Trust No. 1081226 or if the beneficiaries of said trust should change other than by operation of law.

21. Mortgagor shall deposit monthly with Trustee such payments as Trustee is required to make under the mortgage to Phoenix Mutual including deposits of estimated real estate taxes.

22. Mortgagor shall assume and perform all of the covenants and obligations placed upon the "Lessee" and "Owner" under said mortgage to Phoenix Mutual contained in paragraphs 2,3,4,5, 6,7,8,9,10,11,12,13,14,18,19,20,21,22 and 25. Said provisions are incorporated into this Trust Deed by reference. In the event of any conflict between the said provisions and the other terms of this Trust Deed, the other terms shall control. Trustee shall have the right to enforce said provisions against Mortgagor or its successors in title.

23. As additional security, Mortgagor shall assign the beneficial interest in Trust 1081226 to the beneficiaries of Trustee as collateral for the note secured hereby.

24. The note secured hereby may be prepaid at any time without penalty in full or in part in multiples of \$1000 provided however that if Mortgagor desires to prepay the entire balance including the amount of the underlying mortgage, the Mortgagor shall pay Trustee an amount equal to any prepayment penalty charged by Phoenix Mutual on its mortgage. Upon payment of the entire difference between the amount due hereunder and the amount due on the Phoenix Mutual mortgage (which difference shall in no event be less than \$250,000 unless prepayments have been made), Trustee shall issue its release deed thereby "unwrapping" the Phoenix Mutual mortgage. At such time, Trustee will have no further liability hereunder.

25. In the event that Trustee or its beneficiaries should at any time expend funds to keep the Phoenix Mutual mortgage from going into default or to cure a default under the prior mortgage, then in that event, Trustee and its beneficiaries shall be also subrogated to the rights of Phoenix Mutual under its mortgage.

RETURN TO: John W. Mauck, 7 S. Dearborn St.,
Chicago, Illinois 60603

THIS INSTRUMENT PREPARED BY:
John W. Mauck, Esq.
7 South Dearborn Street
Chicago, Illinois 60603

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M O R T G A G E

WHEREAS, FIRST ARLINGTON NATIONAL BANK, a National Banking Association, not personally but as Trustee under Trust Agreement No. A.251, dated July 13, 1972, (hereinafter referred to as "Owner") is the Owner of the real estate legally described on Rider A which is attached hereto and made a part hereof, and

WHEREAS, Owner entered into a certain lease agreement dated January 1, 1973, a memorandum of which was recorded in Cook County, Illinois on April 20, 1973 as Document No. 22292354, demiseing the said premises to CREEKSIDE VENTURE, an Illinois General Partnership ("Lessee") for a term of 99 years commencing on January 1, 1973, and ending on the 1st day of December, 2072, and

WHEREAS, said lease agreement dated January 1, 1973 has been assigned by instrument dated April 5, 1973 and by said Lessee Creekside Venture to Harris Trust and Savings Bank, a corporation of Illinois not personally but as Trustee under Trust Agreement dated January 1, 1973 and known as Trust Number 35468, (hereinafter referred to as "Lessee") and

WHEREAS, pursuant to said Lease, Owner is obligated to execute this mortgage to secure the Lessee's Note, and

WHEREAS, under the provisions of said lease the rights and interest of the Lessee are expressly made subject and subordinate to the lien of this mortgage:

NOW THEREFORE, said Owner and Lessee (sometimes hereinafter collectively referred to as Mortgagor) mortgage and convey to PHOENIX MUTUAL LIFE INSURANCE COMPANY, Hartford, Connecticut (hereinafter referred to as Mortgagee) the aforementioned real estate, and all improvements, tenements, easements, fixtures and appurtenances thereto now or hereafter belonging or appertaining and the rents, issues and profits thereof or therefrom, it being the intention of the parties hereto that whether or not attached to said real estate, all appliances, apparatus, equipment, articles and things owned by said Owner and Lessee and now or hereafter in, upon or used in connection with said real estate to maintain or enjoy the same or to produce, supply, utilize, distribute or control, by single unit or otherwise, heat, light, power, water, gas, electricity, refrigeration, sanitation, ventilation, air conditioning, cooling or circulation, or to dispose of or treat refuse, or to cool, heat or treat water, including but without restricting the foregoing, awnings, shades, door and window screens, storm windows, and stair and hall carpeting and floor covering, are real estate and included in that term whenever used herein:

FOR THE PURPOSE OF SECURING the performance of the covenants and agreements herein contained and the payment of the principal sum of SIX HUNDRED SIXTY THOUSAND AND NO/100THS (\$660,000.00) DOLLARS secured to be paid by one principal promissory note (hereinafter called "said note") bearing even date herewith payable to the order of Mortgagee with interest on unpaid principal from date hereof at the rate stipulated in and according to the terms, tenor, and affect of said Note, which matures on January 1, 1999.

TO HAVE AND TO HOLD said Estate unto Mortgagee and its successors and assigns forever for the purposes hereof.

IT IS COVENANTED AND AGREED AS FOLLOWS:

1. Lessee shall pay when due each item of principal, interest and indebtedness secured hereby.
2. Lessee shall pay, when payable, all taxes, assessments and governmental impositions levied, assessed or charged on or against said Estate and shall exhibit to Mortgagee official receipts evidencing such payments. If Mortgagee is required by legislative enactment or judicial decision to pay a tax or taxes in or to the State of Illinois on said Estate or on any interest therein, or on this mortgage or the Note, credit or indebtedness secured thereby, said indebtedness and the accrued interest thereon shall be and become due and payable at the election of Mortgagee; provided, however, said election and right to elect shall be unavailing and this mortgage and Note shall be and remain in effect as though said law had not been

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enacted or said decision had not been rendered if, notwithstanding such law or decision, Lessee lawfully may pay such taxes to or for Mortgagee and does pay, when payable, so much thereof as, taken with interest as aforesaid, does not exceed the maximum amount of interest permitted by law.

3. Lessee shall do nothing which may diminish the value of said real estate; shall maintain the same in good, safe and insurable condition, promptly replacing all damaged or destroyed parts thereof with materials and workmanship of as good quality as existed before such damage or destruction; shall permit or suffer no waste to said real estate; shall maintain and use the same in conformity with the requirements of governmental authorities and, except as thereby required or as permitted in writing by Mortgagee, make no material alteration of or addition to said real estate; and shall complete within a reasonable time any alteration or addition so required or permitted.

4. Lessee shall keep said real estate free from mechanics' and other liens which may be or become superior or equal to, in whole or in part, to the lien hereof.

5. Lessee shall keep all insurable parts of said real estate insured against loss or damage by fire, wind, war and other contingencies, for full insurable value or said real estate or as Mortgagee from time to time may require, and at all times in amounts and by insurers satisfactory to Mortgagee. Lessee shall keep on deposit with Mortgagee policies evidencing such insurance providing that compensation payable or paid by virtue thereof shall be paid to Mortgagee as its interest may appear and in accordance with a standard mortgage clause acceptable to Mortgagee and made a part of each policy and, at least ten (10) days before the expiration of an existing policy, shall deposit with Mortgagee a policy to replace such expiring policy. Lessee shall also obtain and maintain in full force and effect, in companies, forms, terms and in amounts satisfactory to Mortgagee, Comprehensive Public Liability and Property Damage Insurance, as well as Business Interruption Insurance, in such amount as required by Mortgagee. Any and all companies providing any type of insurance coverage whatsoever as required by Mortgagee shall be acceptable and satisfactory to Mortgagee and shall have a Best's rating of A+ or A. Such policies where possible, shall name the Mortgagee as an additional party insured.

6. Lessee shall save Mortgagee from all loss and expense, including reasonable attorneys' fees incurred by reason of any suit or proceeding in or, to which Mortgagee may be a party by reason of this mortgage and agrees that all money paid or expended by Mortgagee in that regard, together with interest thereon from the date of payment thereof at the rate of ten (10%) per cent per annum shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable to Mortgagee.

7. Owner and Lessee agree that if any of the covenants hereof are not performed as herein provided, Mortgagee may perform such covenants and may purchase, discharge, pay, compromise, settle or contest any tax or other lien, title or claim or redeem said real estate from any tax or other involuntary sale or forfeiture, all without being required to look into the accuracy or validity thereof and without impairing or waiving any of its rights or remedies and, unless Owner and Lessee in good faith are contesting or litigating the same and shall have indemnified Mortgagee to its satisfaction, Mortgagee shall not be obligated to inquire into the validity or amount of any said lien, title, claim, sale or forfeiture. All money paid for any or all said purposes by Mortgagee, including reasonable attorneys' fees, shall be so much additional indebtedness secured hereby and be due and payable immediately without notice and with interest thereon from the date of payment thereof at the rate of ten (10%) per cent per annum.

8. Owner and Lessee agree that in the event of default hereunder or under the terms of the note secured hereby, all unpaid indebtedness and interest secured hereby, at the election of Mortgagee and without notice, shall be due and payable immediately, with interest from the date of such default at the rate of ten (10%) per cent per annum, and Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and 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

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policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of ten (10%) per cent per annum from the date of payment thereof.

9. Owner and Lessee agree that upon the institution of any action for foreclosure the lien hereof, the court shall, upon the application of Mortgagee at any time thereafter and without notice and as a matter of strict right and without regard to the solvency or insolvency, at the time of such application, of the party or parties liable for the payment of said indebtedness and without regard to the then value of said real estate appoint a receiver of and for said real estate during the pendency of said action and until the expiration of the time allowed by law for redemption from any sale made pursuant to a judgment or decree entered in such action, and such court may, from time to time, either before or after such sale, authorize such receiver to apply the net income in payment, in whole or in part of: (1) On account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph number 8; (2) All other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (3) All principal and interest remaining unpaid on the Note; and (4) Any overplus to Mortgagee.

10. Owner and Lessee agree that Mortgagee shall have access to and the right to inspect said real estate at all reasonable times.

11. Owner and Lessee agree that the covenants hereof shall run with the land.

12. Owner and Lessee agree that the rights and remedies of Mortgagee are cumulative and may be exercised as often and whenever occasion therefore arises and failure of Mortgagee to exercise such rights and remedies, or any of the, however often, shall not be deemed a waiver thereof.

13. Owner and Lessee hereby assign to Mortgagee any and all awards or damages actual and consequential, for the taking of any portion or all of the mortgaged premises, by the exercise of the right of eminent domain or condemnation, including but not limited to, damages or awards for changes to the grades of streets. The proceeds of such awards or damages, when received by the Mortgagee, shall at the option of Mortgagee be applied in reduction of the mortgage indebtedness, or be made available to Mortgagee for restoration of the remaining premises.

14. The Owner and Lessee do hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of themselves, and each and every person, except decree or judgment creditors of said Owner and Lessee acquiring any interest in or title to the mortgaged premises subsequent to the date of this Mortgage.

15. The aforementioned Lease Agreement between Owner and Lessee is, by its terms subject and subordinate to the lien of this mortgage. Lessee agrees that, so far as the lien of this mortgage is concerned, any and all buildings and improvements now or hereafter erected or constructed upon the land of the mortgaged premises (whether or not constructed or erected thereon by Lessee, any of its beneficiaries, or its or their successors and assigns) are intended to be and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and be deemed to be conveyed and mortgaged hereby.

16. It is expressly understood that FIRST ARLINGTON NATIONAL BANK, as Trustee aforesaid, joins herein solely for the purpose of subjecting its fee simple title to the lien hereby created and not for the purpose of becoming personally liable for the performance of any of the covenants and conditions herein contained, except as specifically provided herein.

17. When all indebtedness and interest secured hereby has been paid, Mortgagee will reconvey or release said real estate upon receiving its reasonable charges therefor.

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18. In order to insure the payment of general taxes against the premises when due, Lessee, with the signing of this Mortgage, will deposit with Mortgagee a sum equal to the general taxes accrued and unpaid on the premises; and thereafter on each regular payment date for principal and interest Mortgagee shall deposit an amount equal to one-twelfth of the general real estate taxes last levied against said premises. If at the time tax bills are issued for the general real estate taxes levied against said premises for any year the amount theretofore deposited with the Mortgagee is less than the amount of the general real estate taxes for such year, then the Mortgagor agrees to deposit with the Mortgagee the difference between the amount theretofore deposited hereunder and the amount of said general real estate taxes for such year, within ten (10) days prior to the penalty date of such tax bills. Said deposits shall be applied in payment of general real estate taxes for the year 1973 and subsequent years, or any portion or portions thereof, when the same become due and payable. No interest shall be allowed to the Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart.

19. Within sixty (60) days after the close of each fiscal year of operations of the premises conveyed herein, Lessee shall furnish Mortgagee with audited financial statements reflecting the operation of the premises for such year.

20. In the event, during the term hereof, the property secured hereby is sold, transferred or conveyed (other than by operation of law) without the express prior written consent of Mortgagee, then Mortgagee may, at its sole option, declare the entire remaining indebtedness hereby secured to be due and payable immediately. If such acceleration of the debt occurs during the first ten loan years, payment in accordance with said acceleration is hereby deemed a prepayment of principal and shall be accompanied by payment of a premium equal to five (5%) per cent of the amount of principal so prepaid. If such acceleration of the debt occurs after the tenth loan year, payment in accordance with said acceleration shall likewise be considered a prepayment of principal and the premium to accompany such prepayment shall be computed in accordance with the provision for prepayment contained in the Note secured hereby.

21. That Mortgagor, from time to time, within 15 days after request by Mortgagee, shall execute, acknowledge and deliver to Mortgagee, such 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 real property covered by this mortgage. Mortgagor shall further, from time to time, within 15 days after request by Mortgagee, execute, acknowledge and deliver any financing statement, renewal, affidavit, certificate, continuation statement or other document as Mortgagee may request in order to perfect, preserve, continue, extend or maintain the security interest under, and the priority of, this mortgage or such chattel mortgage or other security instrument as a first lien. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refiling of any such instrument or document including the charges for examining title and the attorney's fee for rendering an opinion as to the priority of this mortgage and of such chattel mortgages or other security instrument as a valid first and subsisting lien. However, neither a request so made by Mortgagee nor the failure of Mortgagee 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.

22. The proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 4(c) of Chapter 74 of the 1971 Illinois Revised Statutes, and the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

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23. Mortgagor hereby assigns and transfers to the Mortgagee all rents and profits due or to become due and all deposits of money as advance rent, or for security under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by the Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder unto the Mortgagee, and Mortgagor hereby irrevocably appoints the Mortgagee its agent to collect all such avails, this assignment to be immediately operative and not contingent upon occurrence of an event of default under this mortgage, but by acceptance of this mortgage, the Mortgagee shall agree as a personal covenant applicable to Mortgagor only, and not as a limitation or condition of said assignment, and not available to any lessee or tenant, that the Mortgagee will not enforce said assignment except upon occurrence of an event of default. Irrespective of whether an event of default has occurred, Mortgagor will deliver to the Mortgagee all leases in originally executed form, which the Mortgagee may at any time request, with proper assignments thereof. Mortgagor will not accept rent in advance of the time payable or release any tenant from any obligation or impair, in any other way, the security hereby afforded.

This Mortgage is executed by FIRST ARLINGTON NATIONAL BANK, a National Banking Association, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Arlington National Bank hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said First Arlington National Bank personally to pay the said Note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the said First Arlington National Bank personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder, shall look solely to the premises hereby conveyed for the payment thereof, and the rents, issues and profits thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal Note provided, and any other security given to secure said indebtedness.

This Mortgage is executed by HARRIS TRUST AND SAVINGS BANK, an Illinois Corporation, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Harris Trust and Savings Bank personally to pay the said Note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the said Harris Trust and Savings Bank personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder, shall look solely to the premises hereby conveyed for the payment thereof, and the rents, issues and profits thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal Note provided, and in any other security given to secure said indebtedness.

IN WITNESS WHEREOF, FIRST ARLINGTON NATIONAL BANK, not personally but as Trustee as aforesaid and HARRIS TRUST AND SAVINGS BANK, not personally but as trustee as aforesaid, have caused these presents to be signed this 1st day of November, 1973.

FIRST ARLINGTON NATIONAL BANK, a National Banking Association as Trustee as aforesaid, and not personally.

BY: _____

ATTEST:

BY: _____

HARRIS TRUST AND SAVINGS BANK, an Illinois Corporation as Trustee as aforesaid and not personally

BY: _____

ATTEST:

BY: _____

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EXHIBIT "A"

That part of Lot 6 lying Southerly of a line drawn 251.95 feet Southerly, as measured at right angles, and parallel with the Northerly line of said Lot 6 and that part of Lot 7 lying Northerly of a line drawn 220.90 feet Northerly, as measured at right angles to the Southerly line of said lot, and parallel with the Southerly line of said Lot 7, excepting therefrom that part of said Lot 6 bounded by a line described as follows: Beginning at the intersection of the Westerly line of said lot with said line drawn 251.95 feet Southerly, as measured at right angles, and parallel with the Northerly line of said Lot 6; thence South 71 degrees 25 minutes 16 seconds East along said parallel line, 429.98 feet; thence South 73 degrees 51 minutes 23 seconds West, 206.72 feet; thence South 60 degrees 41 minutes 02 seconds West; 133.45 feet to a point on the Westerly line of said Lot 6; thence North 41 degrees 25 minutes 16 seconds West along the Westerly line of said lot, 1.77 feet to a point of curve; thence North and West along the Westerly line of said Lot 6, being a curved line convex to the West and having a radius of 367.0 feet, 281.01 feet, arc measure, to the place of beginning, all in ROLLING MEADOWS INDUSTRIAL CENTER, Unit One, a subdivision of part of Sections 7 and 8, Township 41 North, Range 11 East of the 3rd Principal Meridian, in Cook County, Illinois.

Cook County Clerk's Office

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