

UNOFFICIAL COPY

Chicago Title and Trust Company
Identification No. **681304**

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney H. Olson
RECORDER OF DEEDS

26306920

26306920

JUN 30 PM 2:43
TRUST DEED

3000

THIS MORTGAGE made this 1st day of June, 1982, by

HARRIS TRUST AND SAVINGS BANK, not
personally but solely as Trustee under Trust Agreement dated January 15,
1981 and known as Trust No. 40985

W 256-11-89

(herein, whether one or more, and if more than one jointly and severally, called the "Mortgagor") to

CHICAGO TITLE AND TRUST COMPANY,
an Illinois corporation

together
(herein, together with its successors and assigns, /with each and every from time to time holder of the Note hereinafter
referred to, called the "Mortgagee" and sometimes called "Trustee"),

WHEREAS, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee, the Mortgagor's notes
(herein collectively called the "Note") dated the date hereof, (i) in the principal sum
of \$55,000.00, and (ii) in the principal sum of \$ 250,000.00 ;
bearing interest, at the rate specified therein, due in installments and in any event on August 31, 1991

(including shared appreciation)
payable to the order of the Mortgagee, and otherwise in the form of Notes attached hereto as Exhibits A and
A-1, which are incorporated herein and made a part hereof; and

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon,
and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing
or required to be paid as herein or in the Note provided, are herein called the "Indebtedness Hereby Secured."; and

WHEREAS, the Indebtedness Hereby Secured shall in no event exceed \$5,000,000.00.
NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That to secure the payment of the principal of and interest and premium, if any, on the Note according to its tenor and effect
and to secure the payment of all other Indebtedness Hereby Secured and the performance and observance of all the covenants,
provisions and agreements herein and in the Note contained (whether or not the Mortgagor is personally liable for such payment,
performance and observance) and in consideration of the premises and Ten Dollars (\$10) in hand paid by the Mortgagee to the
Mortgagor, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by
the Mortgagor, the Mortgagor does hereby GRANT, RELEASE, REMISE, ALIEN and CONVEY unto the
Trustee all and sundry the property (herein together with the property mentioned in the next succeeding paragraphs hereto,
called the "Premises") described in Exhibit B attached hereto and made a part hereof.

TOGETHER with, and including within the term "Premises," as used herein, any and all improvements, tenements, buildings,
easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter existing and belonging or
pertaining; any and all rights and estates in reversion or remainder; all rights of Mortgagor in or to adjacent sidewalks, alleys,
streets and vaults; and any and all rights and interests of every name and nature now or hereafter owned by the Mortgagor,
forming a part of and/or used in connection with the real estate and/or the operation and convenience of the buildings and
improvements located thereon, including (by way of enumeration but without limitation) all furniture, furnishings and equipment
used or useful in the operation of the real property or improvements thereon or furnished by Mortgagor to tenant thereof; all
building materials located at the said real estate and intended to be incorporated in improvements now or hereafter to be
constructed thereon, whether or not incorporated therein; all machines, machinery, fixtures, apparatus, equipment or articles used
to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and
ventilation, and all floor coverings, screens, storm windows, blinds, awnings, stoves, refrigerators, dishwashers, disposal units,
range hoods and blowers; in each case now or hereafter placed in, on or at the Premises (it being understood that the enumeration
of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated),
but not including tenants trade fixtures.

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom; AND all of
the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether real, personal or
mixed, and whether or not affixed or annexed to the real estate are intended to be as a unit 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 for the purposes
hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD all and sundry the Premises hereby mortgaged and conveyed or intended so to be, together with
the rents, issues and profits thereof, unto the Mortgagee forever, free from all rights and benefits under and by virtue of the
Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the
uses and purposes herein set forth, together with all right to retain possession of the Premises after any default in the payment of
all or any part of the Indebtedness Hereby Secured, or the breach of any covenant or agreement herein contained, or upon the
occurrence of any Event of Default as hereinafter defined.

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if all of the Indebtedness Hereby
Secured shall be duly and punctually paid and all the terms, provisions, conditions and agreements herein contained on the part
of the Mortgagor to be performed or observed shall be strictly performed and observed, then this Mortgage and the estate, right
and interest of the Mortgagee in the Premises shall cease and become void and of no effect.

THIS INSTRUMENT WAS PREPARED BY:
Martin K. Blonder, Rosenthal and Schanfield
55 East Monroe Street, Chicago, Illinois 60603

BOX 533

26306920

AND IT IS FURTHER AGREED THAT:

1. **Payment of Indebtedness.** The Mortgagor will duly and promptly pay each and every installment of the principal of and interest and premium, if any, on the Note, and all other Indebtedness Hereby Secured, as the same become due, and will duly perform and observe all of the covenants, agreements and provisions herein or in the Note provided on the part of the Mortgagor to be performed and observed.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking, Etc.** The Mortgagor will (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims 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 the Mortgagee; (d) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises, except as required by law or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the Premises without the Mortgagee's prior written consent, (h) pay all operating costs of the Premises; (i) initiate or acquiesce in no zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent and (j) provide, improve, grade, surface and thereafter maintain, clean, repair, police and adequately light parking areas within the Premises of sufficient size to accommodate not less than all standard size American made automobiles as may be required by local zoning authorities, codes or other laws whichever may be greater, together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and will reserve and use all such parking areas solely and exclusively for the purpose of providing ingress, egress and parking facilities for automobiles and other passenger vehicles of Mortgagor or tenants or licensees of tenants of the Premises; and Mortgagor will not reduce, build upon, obstruct, redesignate or relocate any such parking areas, sidewalks, aisles, streets, driveways, sidewalk cuts or paved areas or rights-of-way or lease or grant any rights to use the same to any other person except tenants and invitees of tenants of the Premises without the prior written consent of the Mortgagee.

3. **Taxes.** The Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby; and Mortgagor will, upon written request, furnish to the Mortgagee, duplicate receipts therefor. To prevent default thereunder, the Mortgagor will pay in full under protest in the manner provided by statute, any Taxes which the Mortgagor may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, the Mortgagor shall deposit the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, with the Mortgagee. In any event, Mortgagor shall (and if Mortgagor shall fail so to do, the Mortgagee may, but shall not be required to, and for the purpose may use the monies deposited as aforesaid) pay all Taxes notwithstanding such contest, if in the opinion of the Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed. In the event that any law or court decree has the effect of deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the Taxes or lien thereon required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the Mortgagee in the Premises or the manner of collection of Taxes, so as to affect this Mortgage or the Indebtedness Hereby Secured or the holder thereof, then, and in any such event, the Mortgagor upon demand by the Mortgagee, will pay such Taxes, or reimburse the Mortgagee therefor. Nothing in this Section 3 contained shall require the Mortgagor to pay any income, franchise or excise tax imposed upon the Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

4. **Insurance Coverage.** The Mortgagor will insure and keep insured all of the buildings and improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee may from time to time require, and in any event including:

- (a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Premises;
- (b) Public liability insurance against bodily injury and property damage with such limits as the Mortgagee may require;
- (c) Rental insurance in amounts sufficient to pay during any period of up to one (1) year in which the Premises may be damaged or destroyed, all amounts required herein to be paid by the Mortgagor;
- (d) Steam boiler, machinery and other insurance of the types and in amounts as the Mortgagee may require but in any event not less than customarily carried by persons owning or operating like properties.

5. **Insurance Policies.** All policies of insurance to be maintained and provided as required by Section 4 hereof shall be in forms, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagor will deliver all policies, including additional and renewal policies to the Mortgagee and, in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

6. **Deposits for Taxes and Insurance Premiums.** In order to assure the payment of Taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable:

- (a) The Mortgagor shall deposit with the Mortgagee on the first day of each and every month, commencing with the date the first payment of interest and/or principal and interest shall become due on the Indebtedness Hereby Secured, an amount equal to:
 - (i) One-Twelfth (1/12) of the Taxes next to become due upon the Premises; provided that, in the case of the first such deposit, there shall be deposited in addition an amount equal to one-twelfth (1/12) of such Taxes next to become due on the Premises multiplied by the number of months elapsed between the first day of January of the year succeeding the last year for which all Taxes on the Premises have been paid and the date of such first deposit, plus
 - (ii) One-Twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that with the first such deposit there shall be deposited in addition, an amount equal to one-twelfth (1/12) of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy were last paid to and including the date of deposit;

provided, that the amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes and premiums of insurance next to be payable; and all Tax and Insurance Deposits shall be held by the Mortgagee without any allowance of interest thereon.

- (b) The aggregate of the monthly Tax and Insurance Deposits, together with monthly payments of interest and/or principal and interest payable on the Note shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) Taxes and insurance premiums;
 - (ii) Indebtedness Hereby Secured other than principal and interest on the Note;
 - (iii) Interest on the Note;
 - (iv) Amortization of the principal balance of the Note.
- (c) The Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to the Mortgagee by the Mortgagor of the bills therefor, pay the insurance premiums and Taxes or will, upon presentation of receipted bills therefor, reimburse the Mortgagor for such payments made by the Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and insurance premiums when the same shall become due, then the Mortgagor shall pay to the Mortgagee on demand any amount necessary to make up the deficiency. If the total of such Deposits exceed the amount required to pay the Taxes and insurance premiums, such excess shall be credited on subsequent payments to be made for such items.
- (d) In the event of a default in any of the provisions contained in this Mortgage or in the Note, the Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand on any of the Indebtedness Hereby Secured, in such order and manner as the Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to the Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held in trust to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the Mortgagor.
- (e) Notwithstanding anything to the contrary herein contained, the Mortgagee shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless the Mortgagor, while no default exists hereunder, shall have requested the Mortgagee in writing to make application of such Deposits on hand to the payment of the particular Taxes or insurance premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

7. Proceeds of Insurance. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises, and:

- (a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the Purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (ii) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the Mortgagor may itself adjust losses aggregating not in excess of Five Thousand Dollars (\$5,000), and provided further that in any case the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the Indebtedness Hereby Secured, and shall be reimbursed to the Mortgagee upon demand.
- (b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and:
 - (i) If, in the reasonable judgment of the Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty, and adequately securing the outstanding balance of the Indebtedness Hereby Secured, or
 - (ii) If, under the terms of any lease or leases which may be prior to this Mortgage, the Mortgagor is obligated to restore, repair, replace or rebuild the Premises or any part thereof so damaged or destroyed, and such Insured Casualty does not result in cancellation or termination of such lease or leases and the insurers do not deny liability to the insureds,

then, if no Event of Default as hereinafter defined shall have occurred and be then continuing and the Mortgagee shall not be in default hereunder, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty, as provided for in Section 8 hereof; and the Mortgagor hereby covenants and agrees forthwith to commence and to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagor shall pay all cost of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.

- (c) Except as provided for in Subsection (b) of this Section 7, the Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as the Mortgagee may elect.
- (d) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.

8. Disbursement of Insurance Proceeds. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of cost and of payment as the Mortgagee may reasonably require and approve; and the Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed Ninety Per Cent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for the purpose, shall be

at least sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the restoration, repair replacement or rebuilding, free and clear of all liens or claims for lien. No interest shall be allowed to the Mortgagor on account of any proceeds of insurance or other funds held in the hands of the Mortgagee.

9. **Condemnation.** The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain, or by condemnation including damages to grade. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not, or to require the Mortgagor to restore or rebuild the Premises, in which event, the proceeds shall be held by the Mortgagee and used to reimburse the Mortgagor for the cost of such rebuilding or restoring. If the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements upon the Premises under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and if such taking does not result in cancellation of such lease or leases, the award shall be used to reimburse the Mortgagor for the cost of restoration and rebuilding; provided always that Mortgagor is not in default hereunder and that no Event of Default has occurred and is then continuing. If the Mortgagee is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by the Mortgagee, and proceeds of the award shall be paid out in the same manner as is provided in Section 8 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, the Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the Indebtedness Hereby Secured, then most remotely to be paid, or be paid to any other party entitled thereon. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

10. **Stamp Tax.** If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, the Mortgagor shall pay such tax in the manner required by such law.

11. **Prepayment Privilege.** At such times as the Mortgagor is not in default under the terms of the Note, or under the terms of this Mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions, if any, set forth in the Note, but not otherwise.

12. **Effect of Extensions of Time, Amendments on Junior Liens and Others.** If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any interest therein, shall take the said lien subject to the rights of the Mortgagee herein to amend, modify and supplement this Mortgage, the Note and the Assignment and Construction Loan Agreement hereinafter referred to, and to extend the security of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

13. **Effect of Changes in Tax Laws.** In the event of the enactment after the date hereof by any legislative authority having jurisdiction of the Premises of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the method of collecting any taxes, so as to affect the Mortgage or the Indebtedness Hereby Secured, or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor.

14. **Mortgagee's Performance of Mortgagor's Obligations.** In case of default thereon, the Mortgagee either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein or in the Construction Loan Agreement hereinafter referred to required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient to the Mortgagee; and the Mortgagor may, but shall not be required to, 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 the Premises, or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees and any other monies advanced by the Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvements operational and usable for its intended purpose, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the amount of the Note (herein called the "Default Rate"). Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor. The Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, title, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the improvements or the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

15. **Inspection of Premises.** The Mortgagee shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

16. **Financial Statements.** The Mortgagor will, within fifteen (15) Loan Year (defined in the Note) days after the end of each year of Mortgagor furnish to the Mortgagee at the place where interest thereon is then payable, financial and operating statements of the Premises for such year, all in reasonable detail and in any event including itemized statements of receipts and disbursements. Such financial and operating statements shall be prepared and certified at the expense of Mortgagor in such manner as may be acceptable to the Mortgagee.

263069320

17. Restrictions on Transfer. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee any of the following shall occur:

- (a) If the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the first and prior lien hereof, of at least equal value and utility;
- (b) If the Mortgagor is a trustee, then if any beneficiary of the Mortgagor shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgagor;
- (c) If the Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation; provided, that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over the Counter" market, then this Section 17(c) shall be inapplicable.
- (d) If the Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 17 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests as the case may be, in the Mortgagor or any beneficiary of a Trustee Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Section 17 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagor or any beneficiary of a Trustee Mortgagor.

18. Uniform Commercial Code. This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State in which the Premises are located (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 18 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section 18 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

- (a) The Mortgagor (being the Debtor as that term is used in the Code) shall be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.
- (b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises.
- (c) The Collateral will be kept at the real estate comprised in the Premises, and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) by Mortgagor or any other person; and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.
- (d) The only persons having any interest in the Premises are the Mortgagor and the Mortgagee.
- (e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statement and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances, and the Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.
- (f) Upon any default or Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), the Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Section 19 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations, as provided in the Code. The Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give Mortgagor at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor shown in Section 36 of this mortgage at least five (5) days before the time of the sale or disposition. The Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaining, holding, preparing for sale, selling or the like and the reasonable attorney's

263105320

fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Indebtedness Hereby Secured. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

- (g) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.
- (h) The terms and provisions contained in this Section 18 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

19. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- (a) If default be made ~~for non-payment~~ in the due and punctual payment of the Note or any installment thereof, either principal or interest, as and when the same is due and payable, or if default be made ~~for non-payment~~ in the making of any payment of monies required to be made ~~for non-payment~~ under the Note; or
- (b) If ~~an Event of Default~~ pursuant to Section 17 hereof shall occur and be continuing, without notice or period of grace of any kind; or
- (c) If default be made in the due and punctual delivery to the Mortgagee of the financial statements required pursuant to Section 16 hereof, without notice or period of grace of any kind; or
- (d) If (and for the purpose of this Section 19(d) only, the term Mortgagor shall mean and include not only Mortgagor but any beneficiary of a Trustee Mortgagor and each person who, as guarantor, co-maker or otherwise shall be or become liable for or obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained ~~herein~~ ~~in the Constitution Loan Agreement~~;
 - (i) Mortgagor shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect, or
 - (ii) the Mortgagor shall file an answer admitting insolvency or inability to pay its debts, or
 - (iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceedings under such Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed, or
 - (iv) The Mortgagor shall be adjudged a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor or for all or the major part of the Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the Mortgagor's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged, or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or
 - (v) The Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises, or
- (e) If any default shall exist under the provisions of Section 25 hereof or under the Assignment referred to in said Section, or
- (f) ~~If any default shall exist under the provisions of Section 23 hereof or under the Constitution Loan Agreement referred to in said Constitution~~
- (g) If default shall continue for fifteen (15) days after notice thereof by the Mortgagee to the Mortgagor in the due and punctual performance or observance of any other agreement or condition herein or in the Note contained; or
- (h) If the Premises shall be abandoned;

then the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without further notice, the Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by the Mortgagor, and the Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage and the Note by the Assignment or by law or in equity conferred.

20. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit or proceeding 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 the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' 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, and similar data and assurances with respect to title, as the 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. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate.

21. Proceeds of Foreclosure Sale. 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 Section 20 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and lastly, any overplus to the Mortgagor, and its successors or assigns, as their rights may appear.

22. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of the 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 the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. 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 a 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 the Mortgagor, except for the intervention of such receiver, would be entitled to collection of 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

- (a) The Indebtedness Hereby Secured or the indebtedness secured by any 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.

23. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in each such case made and provided, then in every such case, each and every successive redeemer may cause the preceding loss clause attached to each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, the Mortgagee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

24. Waiver. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from 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 provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof upon foreclosure sale or other enforcement hereof. The Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of the Mortgagor acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 77, Section 18 (a) and 18 (b) of the Illinois Statutes. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

25. Assignment. As further security for the Indebtedness Hereby Secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assigned to the Mortgagee all of the rents, issues and profits and, or any and all leases and/or the rights of management of the Premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Mortgagee further agrees that it will duly perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the Premises to the end that no default on the part of lessor shall exist thereunder. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and the Mortgagee shall and does hereby identify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any lease of the Premises or by reason of the Assignment; and any and all such liability loss or damage incurred by the Mortgagee, together with the costs and expenses, including reasonable attorney's fees, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and the Mortgagor shall reimburse the Mortgagee therefor on demand, together with interest at the Default Rate from the date of demand to the date of payment.

26. Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by the Mortgagee pursuant to the Assignment.

27. Business Loan. It is understood and agreed that the loan evidenced by the Note and secured hereby is a business loan within the purview of §4(1)(c) of the Illinois Interest Act (Illinois Revised Statutes, Chapter 74, §4(1)(c)), ~~transmitted solely for the purpose of carrying on or acquiring the business of the Mortgagor or, if the Mortgagor is a Trustee for the purpose of carrying on or acquiring the business of the beneficiaries of the Mortgagor as contemplated by said Section.~~

~~28. Construction Loan. The Mortgagee has advanced and advanced to and under the Mortgagee's construction loan (herein called "Construction Loan Agreement") dated as of the date hereof, in connection with the construction and erection of certain improvements upon the Premises and the disbursement of all or part of the Indebtedness Hereby Secured for the purpose of financing the costs thereof. The Construction Loan Agreement is hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length. This Mortgagee secures all funds advanced pursuant to the Construction Loan Agreement (which advances shall constitute part of the Indebtedness Hereby Secured, whether more or less than the principal amount stated in the Note) and the due and punctual performance, observance and payment by the Mortgagor of all of the terms, conditions, provisions and agreements provided in the Construction Loan Agreement to be performed, observed or paid by the Mortgagor. The Mortgagor hereby agrees to duly and punctually perform, observe and pay all of the terms, conditions, provisions and agreements provided in the Construction Loan Agreement to be performed, observed or paid by the Mortgagor.~~

29. Title in Mortgagor's Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with the Mortgagor. The Mortgagor will give immediate written notice to the Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Section 29 contained shall vary or negate the provisions of Section 17 hereof.

30. Rights Cumulative. Each right, power and remedy herein conferred upon the Mortgagee, is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

68306920
26306920

UNOFFICIAL COPY

31. **Successors and Assigns.** This Mortgage and each and every covenant, agreement and other provisions hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated the Mortgagee.

32. **Provisions Severable.** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

33. **Waiver of Defense.** No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be available to the party interposing the same in an action at law upon the Note.

34. **Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

35. **Commitment.** ~~Mortgagor hereby represents and agrees that the indebtedness hereby secured, represented by the Note, represents the proceeds of a loan made and to be made by Mortgagee to Mortgagor pursuant to Commitment dated _____ (herein, together with the Application for Loan referred to therein, being called the "Commitment"). The Commitment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein in detail. If said Commitment runs to any person other than Mortgagor, Mortgagor hereby adopts and ratifies the Commitment and the Application referred to therein as its own act and agreement. Mortgagor hereby covenants and agrees to duly and punctually do and perform and observe all of the terms, provisions, covenants and agreements therein to be done, performed or observed by the Mortgagor pursuant to the Commitment (and the Application forming part thereof) and further represents that all of the representations and statements of or on behalf of Mortgagor in the Commitment (and the Application forming part thereof) and in any documents and certificates delivered~~

36. **Addresses and Notices.** Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the following addresses, or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder.

(a) If to the Mortgagee: c/o Richard Fanslow
5722 Dempster Street
Morton Grove, Illinois 60053

with a copy to: Rosenthal and Schanfield
55 East Monroe Street
Suite 4620
Chicago, Illinois 60603

Attn: William P. Rosenthal and Martin K. Blonder

(b) If to the Mortgagor: Harris Trust and Savings Bank Trust No. 40985
111 West Monroe Street
Chicago, Illinois 60690

37. It is understood and agreed that the interest of the Beneficiary and Trustee under this Trust Deed and the Assignment are junior, subject and subordinate to the rights and liens set forth in the documents ("Prior Loan Documents") which evidence and secure prior debt (the "Prior Debt") in the collective face amount of \$174,000.00.

Mortgagor covenants and agrees to duly and punctually perform, observe, and pay all of the covenants, terms, provisions, conditions, agreements and payments required to be performed, observed or paid pursuant to the Prior Loan Documents except to the extent of payments made to Mortgagee hereunder. It shall be an immediate Event of Default hereunder without notice, period of grace or opportunity to cure if there shall be a default under the Prior Loan Documents and such default is not cured within any applicable grace period.

38. It is understood and agreed that:

(a) As used herein, the term "Balance Amount" shall mean the principal balance of the Prior Debt as of the date of disbursement of the principal amount of the Note, and the term "Additional Amount" shall mean that portion of the stated principal amount of the Note in excess of the Balance Amount.

(b) The loan secured hereby is a so-called "Wraparound Loan", by which it is meant:

(i) Upon the disbursement of the principal amount of the Note, Mortgagee will disburse only the Additional Amount to Mortgagor, and in lieu of disbursing to Mortgagor in cash the Balance Amount, the Mortgagee has, by acceptance of the Note, agreed that prior to the maturity date of the Note and (X) so long as no default exists in the payment of principal and interest under the Note, (Y) no Event of Default now exists or will exist with the passage of time or giving of notice, or both, under any Security

RECEIVED IN
CREDIT

3

681304

26306920

UNOFFICIAL COPY

Documents (as defined in the Note), and (Z) payments made by Mortgagor on the Note shall have cleared the bank upon which they were drawn, the Mortgagee will pay the principal of and interest on the Prior Debt, as and when the same becomes due under the Prior Loan Documents, provided there is not otherwise a default or other circumstance under the Prior Loan Documents resulting in an acceleration of maturity thereof, or which would so result following the passage of time or giving of notice, or both, and which is caused by the act or omission by Mortgagor; provided that Mortgagor has duly and punctually complied with all its obligations hereunder, Mortgagee shall be responsible for all payments required under the Prior Debt resulting from its failure to timely remit payments to the holder of the Prior Debt:

- (ii) The Mortgagor has agreed, and does hereby agree, that notwithstanding the form and nature of disbursement as set forth in subsection 38(b)(i) above, Mortgagor will pay when due the full amount of each and every installment of principal and interest required to be paid under the Note, as if the entire stated principal amount of the Note had been disbursed in cash to the Mortgagor.
- (iii) The Mortgagor has agreed, and does hereby agree, that it is obligated to perform and observe and pay all of the terms, provisions, conditions, agreements and payments required to be performed, observed or paid under the Prior Loan Documents, other than payment of principal and interest upon the Prior Debt required to be made by Mortgagee as set forth in subsection 38(b)(i) above.
- (c) Except as set forth in this instrument, nothing herein or in the Note or other loan documents securing this Note shall require, obligate or make liable the Mortgagee or any holder of the Note to perform, observe, or pay any of the terms, provisions, conditions, agreements or payments required to be performed, observed or paid pursuant to the Prior Loan Documents; provided, however, that the Mortgagee may, at its sole discretion, perform, observe or pay all or any such term, provision, condition, agreement or payment and do and make any and all such acts, things and payments required to prevent or cure any default under the Prior Loan Documents; and payments required to prevent or cure any default under the Prior Loan Documents, and any monies advanced or expended by Mortgagee in connection therewith shall be so much additional indebtedness Hereby Secured, and shall be immediately due and payable, with interest at the Default Rate specified in the Note, from the date expended to the date paid.
- (d) The Mortgagee may at any time or from time to time as permitted by the Prior Loan Documents prepay all or any part of the Prior Debt provided that in such case the Mortgagee shall pay any prepayment premium, penalty or charge imposed or incurred in connection with such prepayment, except that if such prepayment is made at the request of Mortgagor, or as a consequence of any default by Mortgagor under this Mortgage, the Note or any Security Document or under the Prior Loan Documents, then any prepayment premium, penalty or charge shall be immediately paid by the Mortgagor and until paid, shall bear interest at the Default Rate as defined in the Note.
- (e) So long as any portion of the stated principal balance of the Note shall remain outstanding, the Mortgagor shall not, without the prior written consent of Mortgagee, make any prepayment upon the Prior Debt or modify the terms, provisions or conditions of the Prior Loan Documents.

39. If Mortgagor or its beneficiary contracts to purchase Additional Premises, as defined in the purchase money promissory note, then upon consummation of each acquisition, Mortgagee has agreed to provide part purchase money financing to be evidenced by a Note (each being referred to as a "Note" and collectively the "Notes") comparable to that attached hereto as Exhibits A and A-1. Repayment of all Notes from time to time executed and delivered by Mortgagor shall be secured, among other things, by this trust deed and the Assignment.

A default under one or more of the Notes from time to time secured hereby shall constitute a default hereunder and under the Assignment, thus permitting Mortgagee to accelerate the maturity of all Notes then secured hereby.

40. Notwithstanding anything contained herein to the contrary, it is understood and agreed that:

- (a) This instrument is a Trust Deed and not a Mortgage;

681304

UNOFFICIAL COPY

- (b) All payments required to be made to the "Mortgagee" hereunder shall instead be made to the holder of the Note;
- (c) All rights and obligations of the "Mortgagee" hereunder shall instead be the rights and obligations of the holder of the Note;
- (d) The Trustee named hereunder shall be and remain vested with the interest in the real estate comprised within the Premises conveyed to it hereunder, which interest shall be released at such time as the holder of the Note shall cancel the Note and deliver the same to the Trustee, to the extent of those parcels of property financed by the Note or Notes to be cancelled.

41. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or 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 its 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.

42. 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 a certificate of identification purporting to be executed 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 Mortgagor; and where the release is requested of the original trustee and it has never executed a certificate of any instrument identifying same as 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 Mortgagor.

43. 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 registration, inability or refusal to act of Trustee, the then Recorder of Deeds of the country 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

This Mortgage is executed by HARRIS TRUST AND SAVINGS BANK (the "Bank"), not personally but as Trustee aforesaid, in the exercise of the power and authority conferred upon and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on said Bank

Bank as Trustee as aforesaid, or on said 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Bank

assions as Trustee as aforesaid, and its successors, and assions

personally, are concerned, the Mortgagee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided, or by action to enforce the personal liability of any guarantor or co-maker.

IN WITNESS WHEREOF, HARRIS TRUST AND SAVINGS BANK not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice Presidents or Assistant Vice

26306920

681304

President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, all on and as of the day, month and year first above written.

HARRIS TRUST AND SAVINGS BANK,
Not personally but solely as Trustee as aforesaid

CHICAGO
HARRIS TRUST AND SAVINGS BANK
ATTEST
M. Lewis
ASSISTANT SECRETARY

By *J. Berner*
VICE PRESIDENT

STATE OF Illinois
COUNTY OF Cook

I, VIRGINIA M. PEREZ a Notary Public in and for said County in the State aforesaid, do hereby certify that JAMES BERNER Vice President of HARRIS TRUST AND SAVINGS BANK

HARRIS TRUST AND SAVINGS BANK an Illinois Corporation, and DAAR M. LEWIS JR. Assistant Secretary of said HARRIS TRUST AND SAVINGS BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such HARRIS TRUST AND SAVINGS BANK 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 acts, and as the free and voluntary act of said HARRIS TRUST AND SAVINGS BANK as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said HARRIS TRUST AND SAVINGS BANK, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said HARRIS TRUST AND SAVINGS BANK as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of June 1952

VIRGINIA M. PEREZ
NOTARY PUBLIC
COOK COUNTY, ILL.
My Commission Expires June 15, 1955

Virginia M. Perez
Notary Public

681304

26306920

UNOFFICIAL COPY

June 1, 1982

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, HARRIS TRUST AND SAVINGS BANK, not personally but solely as trustee under Trust Agreement dated January 15, 1981 and known as Trust No. 40985 ("Borrower") hereby promises to pay to the order of Bearer (herein with each successive owner and holder of this Note referred to as the "Lender") the principal sum of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) together with interest on the balance of principal from time to time remaining unpaid at the annual rate of THIRTEEN PERCENT (13%) computed daily on the basis of a three hundred sixty (360) day year for each day all or any part of the principal balance hereof shall remain outstanding, commencing on July 1, 1982 (the "Commencement Date").

Principal and interest upon this Note shall be paid in United States currency as follows: the sum of FIVE THOUSAND DOLLARS (\$5,000.00) on the Commencement Date, and a like amount on each succeeding December 31 and June 30 thereafter, but in all events the balance of principal and accrued but unpaid interest shall be due on August 31, 1991 (the "Maturity Date").

All payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

Payments upon this Note shall be made at such place as the legal holder of this Note may from time to time in writing appoint, provided that in the absence of such appointment, such payments shall be made at the office of Richard Fanslow, collection agent, 5722 Dempster Street, Morton Grove, Illinois 60053.

Concurrently herewith, Borrower is executing documents to evidence and secure a purchase money mortgage loan (the "Mortgage Loan") for the purpose of its beneficiary acquiring legal title to the beneficial in the land trust which holds title to certain real estate in Cook County, Illinois, in the development commonly known as Spreading Oaks. The covenants, conditions and provisions of said documents are incorporated herein by reference. A default under any document which evidences or secures the Mortgage Loan shall constitute a default hereunder.

It is understood and agreed that, at the election of the holder hereof, all obligations of the Borrower evidenced by this Note shall be and become at once due and payable at the place herein provided for payment in the case of default in the payment of any sum required to be paid hereunder or upon the occurrence of any default under the Mortgage Loan. From and after the occurrence of a default as aforesaid interest hereunder shall be at the rate ("Default Rate") equal to the higher of FIFTEEN PERCENT (15%) per annum or TWO PERCENT (2%) in excess of the prime rate of interest from time to time charged by the Continental Illinois National Bank and Trust Company of Chicago ("Continental") until such default is cured. Said prime rate shall refer to the rate of interest publicly announced from time to time by Continental as being its prime rate of interest.

Without limiting the provisions of the preceding paragraphs, in the event any installment of interest and/or

Exhibit A Exhibit A

26306920

UNOFFICIAL COPY

principal and interest is not paid when the same is due, the undersigned promises to pay a "Late Charge" of SIX PERCENT (6%) of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

The maker of this Note does hereby waive demand, presentment for payment, notice of dishonor, protest and notice of protest, notice of and consent to any and all extensions of this Note.

It is understood and agreed that the Loan evidenced by this Note is a "business loan" within the purview and intent of the Illinois Interest Act (Illinois Revised Statutes, Chapter 74, Section 4) and thus is exempt from the limitation upon interest which can be charged.

This Note shall be governed by the laws of the State of Illinois.

This Note is executed by HARRIS TRUST AND SAVINGS BANK, not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the undersigned because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each holder hereof. Each original and successive holder of this Note accepts the same upon the express condition that in case of default in the payment of this Note, or of any installment thereof, the sole remedy of the holder hereof shall be by foreclosure of the Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in the Mortgage, by enforcement of the Assignment of Rents above described or by action to enforce any other security given to secure such payment, or any combination of said remedies.

HARRIS TRUST AND SAVINGS BANK
not personally but solely as
Trustee aforesaid

BY: J. W. [Signature]
VICE PRESIDENT

ATTEST:

[Signature]
ASSISTANT SECRETARY

26306920

June 1, 1982

PURCHASE MONEY PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, HARRIS TRUST AND SAVINGS BANK, not personally but solely as trustee under Trust Agreement dated January 15, 1981 and known as Trust No. 40985 ("Borrower") promises to pay to the order of bearer (the holder of this note being sometimes referred to as "Lender") the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), together with interest thereon as follows:

- a) Interest (herein called the "Basic Interest"), payable monthly in advance, at the rate of SIXTEEN PERCENT (16%) per annum (computed daily on the basis of a three hundred sixty (360) day year) on the principal balance from time to time outstanding; and
- b) Appreciation interest in an amount equal to FORTY-FIVE PERCENT (45%) of the equity appreciation ("Equity Appreciation") in the Premises (hereafter defined).

The meaning of certain words, terms or phrases used herein shall be as follows:

- 1) The "Maturity Date" shall mean and refer to August 31, 1991 or earlier upon either acceleration of the amount due hereunder upon a default by Borrower or voluntary prepayment of the principal amount of this Note and all Basic Interest.
- 2) The "Premises" shall mean the six unit module located at 407 Inland Drive, situated in a project commonly known as "Spreading Oaks."
- 3) The "Purchase Contract" shall mean the contract for the purchase and the sale of the beneficial interest in Borrower.
- 4) The "Additional Premises" shall mean additional six unit modules, if any, acquired from time to time by Borrower or its beneficiary in the Spreading Oaks project.
- 5) The "Closing Date" shall mean the date on which the beneficial interest in Borrower shall be transferred pursuant to the Purchase Contract.
- 6) The "Additional Notes" shall mean and refer to the Notes, if any, in form and text comparable to this Note, from time to time executed and delivered in connection with the acquisition of the Additional Premises.
- 7) The "Equity Note" shall mean and refer to the Note in the amount of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) executed and delivered pursuant to the Purchase Contract in connection with the acquisition of the beneficial interest in Borrower.
- 8) The "Equity Notes" shall mean and refer to the Equity Notes, collectively, executed and delivered in connection with the acquisition of the Premises and Additional Premises.

Exhibit A1

26306920

UNOFFICIAL COPY

9) The "Base Amount" is the purchase price of the beneficial interest pursuant to the Purchase Contract.

10) The first "Loan Year" shall commence on the Closing Date and end on December 31, 1982. Thereafter, the term "Loan Year" shall refer to each twelve (12) month period commencing January 1 and ending December 31.

11) The "Equity Appreciation" shall be the amount, if any, by which the market value ("Market Value") of the Premises as of the date designated by Lender, which date shall be within ninety (90) days of the Maturity Date, exceeds the Base Amount. For purposes of this paragraph, the Market Value shall be the amount determined as follows:

a) In the event of a bona fide sale of the Premises or the beneficial interest in Borrower pursuant to an arms length transaction, the Market Value shall be equal to the gross sale price of the Premises.

b) If the Maturity Date shall occur for reasons other than as set forth in subparagraph 11(a) above, the Market Value shall be determined by an appraisal. Such appraisal shall be made by members of the American Institute of Real Estate Appraisers of the National Association of Realtors selected as hereinafter set forth.

The first appraiser shall be selected by the Lender, and notice thereof shall be delivered to the Borrower. The Borrower shall have ten (10) days after Lender shall mail said notice to Borrower within which to notify Lender that Borrower objects to the appraiser selected by Lender and to designate an appraiser acceptable to Borrower who meets the aforesaid qualifications. In the absence of such notice from the Borrower the appraisal shall be made by the person designated by Lender. In the event Borrower shall so object and name its appraiser as aforesaid, the two appraisers so appointed shall select a third appraiser. If a third appraiser cannot be agreed upon by the two appraisers so appointed, Lender shall designate the third appraiser. In the event a multiple number of appraisers are utilized, each appraiser shall prepare his own estimate of Market Value, and the average of the two highest values shall be determined to be the Market Value for purposes of this instrument. Borrower shall be notified of the final determination pursuant to the appraisal process as set forth herein. The cost of the appraisal shall be borne by Borrower.

In no event, however, shall the Market Value be deemed to be less than THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) for purposes of determining the Equity Appreciation.

Principal and interest hereon shall be paid in United States currency as follows:

a) One the first day of the month following the Closing Date and on the first day of each month thereafter to and including the first day of the month preceding the Maturity Date, Borrower shall pay the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) to be applied against principal and interest as hereinafter provided.

b) On the Maturity Date Borrower shall pay the entire outstanding principal balance hereof together with (i) all accrued but unpaid Basic Interest and (ii) all Equity Appreciation due hereunder.

All monthly payments hereon shall be first applied to the payment of principal and the balance, if any, to interest in accordance with the attached schedule. To the extent the monthly payments in each Loan Year are insufficient to pay all interest for said Loan Year, the unpaid interest shall accrue and be payable as herein provided. Prior to the Maturity Date, accrued but unpaid interest for each Loan Year shall be payable out of and to the extent of Net Cash Flow in an amount not to exceed \$9,000.00. To the extent that there is Net Cash Flow in excess of said \$9,000.00 Borrower shall pay to Lender one-half (1/2) of said excess Net Cash Flow. All payments due hereunder shall be made within sixty (60) days after the end of each Loan Year.

The phrase "Net Cash Flow" as used herein with respect to any Loan Year, shall mean and refer to the gross receipts for such year (whether in the form of rent loss insurance payable on account of casualty or from rental receipts, including security deposits applied in satisfaction of a tenant's rental obligations, but otherwise excluding security deposits) from the operation of the improvements upon the Premises, less all usual and customary expenses paid in connection with the operation of said improvements during such year (including a management fee not in excess of SIX PERCENT (6%) of gross rents received during said Loan Year), all on the cash basis of accounting. Allowable expenses shall include the monthly payments made under this Note (other than late charges or Basic Interest at the Default Rate) but shall not include payments made pursuant to the Equity Note, payments of Net Cash Flow required under this Note applicable to the preceding Loan Year, the refund of security deposits, costs to repair uninsured casualty, management fees except to the extent specifically set forth herein, capital expenditures, or expenses prepaid for a period of time longer than is customary in the operation of properties comparable to the Premises. Within sixty (60) days after the end of each Loan Year Borrower, at Lender's sole cost and expense, will furnish Lender with statements of cash flow for said preceding Loan Year, prepared by Berman & Berman or such other certified public accountant selected by Lender. Said statements shall be prepared on a cash basis in accordance with general accepted accounting principles consistently applied, be in reasonable detail and in all events include an itemized statement of all receipts and disbursements as to said Loan Year. Concurrent with the delivery of said statements Borrower shall pay any Net Cash Flow due hereunder as reflected in the statements. Lender shall have the right to challenge the accuracy of any such statement and in that regard Lender or its representatives may inspect the books and records of Borrower's beneficiary. If it is determined that the statement of Net Cash Flow provided by Borrower hereunder is in error by FIVE PERCENT (5%) or more, all costs of said inspection and challenge shall be paid by Borrower within five (5) days after being notified of the amount due.

Borrower may prepay the loan evidenced hereby in whole but not in part, upon not less than seventy five (75) days prior written notice to the holder of this Note at the place provided herein for notices to Lender. Borrower shall be obligated to prepay said loan upon the sale or hypothecation of the Premises or the beneficial interest in Borrower,

26306920

or upon acceleration of maturity on account of a default hereunder. In the case of any prepayment, concurrently with and as a condition precedent to Lender's obligation to receive such prepayment Borrower shall pay the outstanding balance hereon, including but not limited to accrued interest and Equity Appreciation together with all unpaid principal and accrued interest on the Equity Note. No premium shall be charged on account of any such prepayment.

If upon default by Borrower hereunder or under the Mortgage and following the acceleration of the maturity hereof, as herein provided, a tender of payment of the amount necessary to satisfy the indebtedness evidenced hereby is made by Borrower, its successors or assigns, or by anyone or its or their behalf, prior to foreclosure sale or trustee's sale, such tender shall constitute an evasion of the payment terms hereof and must, therefore, include the payment of the Equity Appreciation and the Equity Note as hereinabove provided.

In addition to all sums required to be paid and all obligations required to be performed hereunder, Borrower promises to pay, guarantee, perform or be obligated with respect to, as the case may be, the payment and performance of all sums required to be paid and covenants required to be performed by the maker under the Additional Notes and the Equity Notes.

This Note is secured by the following instruments, each bearing even date herewith (collectively called the "Security Documents"):

- a) Trust Deed ("Mortgage") in favor of Chicago Title and Trust Company;
- b) Assignment of Rents ("Assignment");
- c) Uniform Commercial Code Financing Statements;
- d) Collateral assignment of the beneficial interest in Borrower.

The Security Documents further secure the Additional Notes and the Equity Notes, all as more fully provided therein. All of the terms, provisions and conditions of the Security Documents are incorporated herein by reference with the same force and effect as if recited herein at length. A default under one or more of the Security Documents or under one or more of the Additional Notes or Equity Notes shall constitute a default hereunder.

Payments upon this Note shall be made to Richard Fanslow, collection agent, 5722 Dempster Street, Morton Grove, Illinois 60053 or at such other place as shall be designated pursuant to notice by the holder hereof.

Any notice to Borrower provided in this Note shall be given by mailing such notice by United States certified mail, return receipt requested, addressed to Borrower c/o HARRIS TRUST AND SAVINGS BANK, as Trustee, 111 West Monroe

26306920

Street, Chicago, Illinois 60690, Attention: Land Trust Department or to such other address as Borrower may designate by notice to the Lender. Any notice to Lender shall be given by mailing such notice by United States certified mail, return receipt requested, to Lender at the address provided herein for payments upon this Note, or at such other address as may have been designated by notice to Borrower, with a copy to Martin K. Blonder, Rosenthal and Springfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

It is understood and agreed that, at the election of the holder hereof, all obligations of the Borrower evidenced by this Note shall be and become at once due and payable at the place herein provided for payment in the case of default in the payment of any sum required to be paid hereunder or upon the occurrence of any default or "Event of Default" under the Mortgage or default under the Assignment. From and after the occurrence of a default or Event of Default the Basic Interest payable hereunder shall be at the rate ("Default Rate"), equal to the higher of FIFTEEN PERCENT (15%) per annum or TWO PERCENT (2%) in excess of the prime rate of interest from time to time charged by the Continental Illinois National Bank and Trust Company of Chicago ("Continental") until such default or Event of Default is cured or until the issuance of a foreclosure decree, whichever first occurs. Said prime rate shall refer to the prime rate of interest publicly announced as being charged from time to time by Continental.

Without limiting the provisions of the preceding paragraphs, in the event any installments of interest and/or principal and interest is not paid when the same is due, the undersigned promises to pay a "Late Charge" of SIX PERCENT (6%) of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

It is understood and agreed that the Loan evidenced by this Note is a "business loan" within the purview and intent of the Illinois Interest Act (Illinois Revised Statutes, Chapter 74, Section 4) and thus is exempt from the limitation upon interest which can be charged.

The loan evidenced hereby shall be governed by the laws of the State of Illinois.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This Note is executed by HARRIS TRUST AND SAVINGS BANK, not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the undersigned because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each holder hereof. Each original and successive holder of this Note accepts the same upon the express condition that in case of default in the payment of this Note, or of any installment thereof, the sole remedy of the holder hereof shall be by foreclosure of the Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in the Mortgage, by enforcement of the Assignment of Rents above described or by

26306920

action to enforce any other security given to secure such payment, or any combination of said remedies.

HARRIS TRUST AND SAVINGS BANK,
not personally but solely as
Trustee aforesaid

Attest:

John M. Lewis

AS DEPUTY SECRETARY

By: _____

J. M. [Signature]

VICE PRESIDENT

Property of Cook County Clerk's Office

26306920

UNOFFICIAL COPY

SPREADING OAKS

MONTHLY PAYMENT 1250.00
 INTEREST RATE .16

MONTH	INTEREST	PRINCIPAL	BALANCE	
			250000.00	
1	3333.33	33.33	249966.67	2116.66
2	3332.89	33.33	249933.34	4232.88
3	3332.44	33.33	249900.01	6348.66
4	3332.00	33.33	249866.68	8463.99
5	3331.56	33.33	249833.35	10578.87
6	3331.11	33.33	249800.02	12693.31
7	3330.67	33.33	249766.69	14807.31
8	3330.22	33.33	249733.36	16920.86
9	3329.78	33.33	249700.03	19033.97
10	3329.33	33.33	249666.70	21146.64
11	3328.89	33.33	249633.37	23258.85
12	3328.44	33.33	249600.04	25370.63
13	3328.00	33.33	249566.71	27481.96
14	3327.56	33.33	249533.38	29592.85
15	3327.11	33.33	249500.05	31703.29
16	3326.67	33.33	249466.72	33813.29
17	3326.22	33.33	249433.39	35922.84
18	3325.78	33.33	249400.06	38031.95
19	3325.33	33.33	249366.73	40140.61
20	3324.89	33.33	249333.40	42248.83
21	3324.45	33.33	249300.07	44356.61
22	3324.00	33.33	249266.74	46463.94
23	3323.56	33.33	249233.41	48570.82
24	3323.11	33.33	249200.08	50677.27
25	3322.67	33.33	249166.75	52783.26
26	3322.22	33.33	249133.42	54888.82
27	3321.78	33.33	249100.09	56993.93
28	3321.33	33.33	249066.76	59098.59
29	3320.89	33.33	249033.43	61202.81
30	3320.45	33.33	249000.10	63306.59
31	3320.00	33.33	248966.77	65409.92
32	3319.56	33.33	248933.44	67512.80
33	3319.11	33.33	248900.11	69615.25
34	3318.67	33.33	248866.78	71717.24
35	3318.22	33.33	248833.45	73818.80
36	3317.78	33.33	248800.12	75919.91
37	3317.33	33.33	248766.79	78020.77
38	3316.89	33.33	248733.46	80120.75
39	3316.45	33.33	248700.13	82220.57
40	3316.00	33.33	248666.80	84319.90
41	3315.56	33.33	248633.47	86418.79
42	3315.11	33.33	248600.14	88517.23
43	3314.67	33.33	248566.81	90615.23
44	3314.22	33.33	248533.48	92712.78
45	3313.78	33.33	248500.15	94809.89
46	3313.34	33.33	248466.82	96906.56
47	3312.89	33.33	248433.49	99002.78
48	3312.45	33.33	248400.16	101098.56
49	3312.00	33.33	248366.83	103193.89
50	3311.56	33.33	248333.50	105288.78
51	3311.11	33.33	248300.17	107383.22
52	3310.67	33.33	248266.84	109477.22
53	3310.22	33.33	248233.51	111570.77
54	3309.78	33.33	248200.18	113663.88
55	3309.34	33.33	248166.85	115756.55
56	3308.89	33.33	248133.52	117848.77
57	3308.45	33.33	248100.19	119940.55
58	3308.00	33.33	248066.86	122031.88
59	3307.56	33.33	248033.53	124122.77

26306920

UNOFFICIAL COPY

	INTEREST	PRINCIPAL	BALANCE	BALANCE ACCURAL
61	3306.67	33.33	248000.20	81213.21
62	3306.22	33.33	247966.87	83303.21
63	3305.78	33.33	247933.54	85392.76
64	3305.34	33.33	247900.21	87481.87
65	3304.89	33.33	247866.88	89570.54
66	3304.45	33.33	247833.55	91658.76
67	3304.00	33.33	247800.22	93746.54
68	3303.56	33.33	247766.89	95833.87
69	3303.11	33.33	247733.56	97920.76
70	3302.67	33.33	247700.23	100007.21
71	3302.23	33.33	247666.90	102093.21
72	3301.78	33.33	247633.57	104178.76
73	3301.34	33.33	247600.24	106263.87
74	3300.89	33.33	247566.91	108348.54
75	3300.45	33.33	247533.58	110432.76
76	3300.00	33.33	247500.25	112516.54
77	3299.56	33.33	247466.92	114599.87
78	3299.11	33.33	247433.59	116682.76
79	3298.67	33.33	247400.26	118765.20
80	3298.23	33.33	247366.93	120847.20
81	3297.78	33.33	247333.60	122928.76
82	3297.34	33.33	247300.27	125009.87
83	3296.89	33.33	247266.94	127090.54
84	3296.45	33.33	247233.61	129170.76
85	3296.00	33.33	247200.28	131250.54
86	3295.56	33.33	247166.95	133329.87
87	3295.11	33.33	247133.62	135408.76
88	3294.67	33.33	247100.29	137487.21
89	3294.23	33.33	247066.96	139565.21
92	3293.78	33.33	247033.63	141642.76
91	3293.34	33.33	247000.30	143719.88
92	3292.89	33.33	246966.97	145796.54
93	3292.45	33.33	246933.64	147872.77
94	3292.00	33.33	246900.31	149948.54
95	3291.56	33.33	246866.98	152023.88
96	3291.12	33.33	246833.65	154098.77
97	3290.67	33.33	246800.32	156173.21
98	3290.23	33.33	246766.99	158247.21
99	3289.78	33.33	246733.66	160320.77
100	3289.34	33.33	246700.33	162393.88
101	3288.89	33.33	246667.00	164466.75
102	3288.45	33.33	246633.67	166538.77
103	3288.00	33.33	246600.34	168610.55
104	3287.56	33.33	246567.01	170681.89
105	3287.12	33.33	246533.68	172752.78
106	3286.67	33.33	246500.35	174823.22
107	3286.23	33.33	246467.02	176893.23
108	3285.78	33.33	246433.69	178962.78
			246400.36	181031.89

26306920

LEGAL DESCRIPTION FOR MORTGAGE

CONDOMINIUM BUILDING NO. 11

UNIT NOS. 11A, 11B, 11C, 11D, 11E, 11F, in Spreading Oaks Condominium Building No. 11, as delineated on the survey of the following described real estate (hereinafter referred to as the "Parcel"):

THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NO. 7790590, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 889.75 FEET EAST AND 270.60 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, AS MEASURED ALONG THE SOUTH LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE SOUTH LINE OF SAID LOT 1 HAVING AN ASSUMED BEARING OF DUE EAST-WEST FOR THIS LEGAL DESCRIPTION);

THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 32.79 FEET;
" NORTH 54 " 51 " 48 " WEST, 14.38 " ;
" NORTH 09 " 02 " 53 " WEST, 5.00 " ;
" NORTH 54 " 51 " 48 " WEST, 14.38 " ;
" NORTH 08 " 56 " 00 " WEST, 11.08 " ;
" NORTH 35 " 08 " 11 " EAST, 14.38 " ;
" NORTH 8 " 57 " 07 " EAST, 5.00 " ;
" NORTH 3 " 08 " 14 " EAST, 14.38 " ;
" NORTH 8 " 04 " 00 " EAST, 17.88 " ;
" NORTH 08 " 56 " 00 " WEST, 6.00 " ;
" NORTH 81 " 04 " 00 " EAST, 10.58 " ;
" SOUTH 08 " 56 " 00 " EAST, 62.75 FEET TO

THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

which survey is attached as Exhibit B to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document NO. 25882005, together with its undivided percentage interest in the common elements.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Condominium Declaration.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Condominium Declaration the same as though the provisions thereof were recited and stipulated at length herein.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in the Agreement to Provide Party Wall Rights, Easements, Covenants and Restrictions (the "Homeowners' Declaration"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document 25806847, which Homeowners' Declaration is incorporated herein by reference.

Mortgagor also hereby grants to Mortgagee, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Easement Agreement recorded October 12, 1978, in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 24666972, which is incorporated herein by reference thereto.

26306920

681304

EXHIBIT B

END OF RECORDED DOCUMENT