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## AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") made this 18th day of July, 1985, between LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust Agreement dated May 4, 1981 and known as Trust No. 10-38457-09 ("Mortgagor"), and UNIBANCTRUST COMPANY, an Illinois banking association (the "Bank").

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### W I T N E S S E T H:

WHEREAS, the Mortgagor has executed and delivered to the Bank a secured demand promissory note of even date herewith payable to the Bank in the principal amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) (such note, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be amended, being herein referred to as the "Note"); and

WHEREAS, the Bank is desirous of securing the prompt payment of the Note, together with interest and premium, if any, thereon in accordance with the terms of the Note, and any additional indebtedness accruing to the Bank on account of any future payments, advances or expenditures made by the Bank pursuant to the Note or this Mortgage, all hereinafter sometimes collectively called "the indebtedness secured hereby";

WHEREAS, a Mortgage and Security Agreement dated as of July 18, 1985 (the "Prior Mortgage") was heretofore executed by Mortgagor, delivered to the Bank and recorded in the Cook County, Illinois Clerk's office as Document No. 85110135 on July 19, 1985;

WHEREAS, the parties wish to amend and restate the Prior Mortgage to make certain minor amendments thereto;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor and the Bank agree that the Prior Mortgage is hereby amended and restated to read in its entirety as follows:

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Property of Cook County Clerk's Office

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To secure the performance and observance by the Mortgagor of all of the terms, covenants and conditions in the Note and in this Mortgage contained, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to the Mortgagor duly paid by the Bank on or before the delivery of this Mortgage, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, warrant and confirm, unto the Bank and its successors and assigns, forever, all of the following described property (which is hereinafter sometimes referred to as the "Mortgaged Property"), to-wit:

A. All those certain tracts, pieces or parcels of land more particularly described in Schedule A attached hereto and made a part hereof (hereinafter called the "Land");

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, equipment, appliances, systems, vehicles and personal property of every kind and nature whatsoever, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements, and all permits, licenses and franchises, all now or hereafter owned by the Mortgagor; including, without limitation, all of such leased or owned property located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with the benefit of any deposits or payments now or hereafter made by the Mortgagor or on its behalf in connection with any of the foregoing;

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining

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to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor and the reversion and reversions, remainder and remainders, and the rents, issues, profits and revenues of the Mortgaged Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity of the Mortgagor of, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Bank, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, the Mortgagor hereby further grants unto the Bank, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which property includes, without limitation, goods which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness secured hereby; and (b) performance of each and every of the covenants, conditions and agreements contained in this Mortgage, the Note or in any other agreement, document or instrument to which reference is expressly made in this Mortgage or which secures the Note.

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed three hundred percent (300%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Bank the principal and interest payable pursuant to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note and in this Mortgage expressed to be kept, performed and observed by and on the part of the Mortgagor, then this Mortgage shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND the Mortgagor covenants and agrees with the Bank that:

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## ARTICLE I

1.01 PERFORMANCE OF NOTE AND MORTGAGE. The Mortgagor will perform, observe and comply with all provisions hereof and of the Note and will duly and punctually pay to the Bank the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by the Mortgagor.

1.02 WARRANTY OF TITLE. At the time of the delivery of these presents, the Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property, subject only to the matters set forth in Schedule B attached hereto and made a part hereof, and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, other than those set forth in Schedule B, including, as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature.

1.03 TAX AND INSURANCE DEPOSITS. If requested by the Bank, the Mortgagor will pay to the Bank on the first day of each month, together with and in addition to the regular installment of principal and interest, until all indebtedness secured hereby is fully paid, an amount equal to one-twelfth (1/12) of the yearly (a) taxes, assessments and other similar charges as estimated by the Bank to be sufficient to enable the Bank to pay at least thirty (30) days before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof, and (b) premiums for insurance required by Paragraph 1.06 hereof as estimated by the Bank to be sufficient to enable the Bank to pay at least thirty (30) days before they become due all such premiums for insurance. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Bank or its designee, and no interest shall be payable in respect thereof. Payment by the Bank for such purposes may be made by the Bank at its discretion even though subsequent owners of the Mortgaged Property may benefit thereby. In refunding (at its election) any of the amounts held by the Bank pursuant to this Paragraph 1.03, the Bank may deal with whomever is represented to be the owner of the Mortgaged Property at such time. Upon demand of the Bank, the Mortgagor agrees to deliver to the Bank such additional monies as are

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necessary to make up any deficiencies in the amounts necessary to enable the Bank to pay such taxes, assessments and other similar charges and insurance premiums. The Bank may apply to the reduction of the sums secured hereby, in such manner as the Bank shall determine, any amount held by the Bank hereunder.

## 1.04 TAXES, LIENS AND OTHER CHARGES.

(a) The Mortgagor will pay promptly, when and as due, and will promptly exhibit to the Bank receipts for the payment of, all taxes, assessments, water rates, license fees, dues, charges, fines and impositions of every nature whatsoever charged, imposed, levied or assessed or to be charged, imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Bank in the Mortgaged Property [other than the same for which amounts have been paid to the Bank pursuant to Paragraph 1.03 hereof and for which the Mortgagor furnishes bills at least thirty (30) days prior to the date the same are due], as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality or other taxing authority in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would or could become a lien or charge upon the Mortgaged Property, or any part thereof.

(b) The Mortgagor will not suffer any mechanic's, laborer's, materialmen's, statutory or other lien or any security interest or encumbrance to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Bank, the Mortgagor shall pay the increased tax within 30 days after receipt of notice of the same from the Bank. If Mortgagor does not so pay such assessment, the Bank has the option, upon 45 days' prior written notice to Mortgagor, to terminate this Agreement upon which event all sums secured by this Mortgage and all interest accrued thereon shall become due and payable. If any such law, order, rule or regulation adversely affects the priority of the Bank's lien, the Bank may terminate this Agreement upon 45 days' prior written notice to Mortgagor, upon which event all sums secured by this Mortgage and all interest accrued thereon shall become due and payable.

(d) The Mortgagor will pay when due any charges for utilities, whether public or private, with respect to the Mortgaged Property or any part thereof and all license fees, rents or other charges for the use of vaults, canopies or other appurtenances to the Mortgaged Property.

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1.05 NO TAX CREDITS. The Mortgagor will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby, for so much of the taxes, assessments or similar charges assessed against the Mortgaged Property or any part thereof, as are applicable to the indebtedness secured hereby or to the Bank's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note or this Mortgage.

1.06 INSURANCE. The Mortgagor will procure for, deliver to and maintain for the benefit of the Bank during the term of this Mortgage, a policy or policies (a) insuring the Mortgaged Property against fire, lightning, extended coverage, vandalism and malicious mischief and such other insurable perils or casualties as the Bank may require, (b) if required by the Bank, comprehensive public liability insurance and business interruption insurance in an amount acceptable to the Bank, and (c) affording such other or additional coverage as from time to time may be requested by the Bank. The Mortgagor shall pay for all premiums on such policies and, if amounts have been deposited with the Bank for the payment thereof pursuant to Paragraph 1.03 hereof, the Mortgagor shall furnish to the Bank premium notices at least thirty (30) days before the same are due. The companies issuing such policies, and the amounts, forms, expiration dates and substance of such policies, shall be acceptable to the Bank and shall contain, in favor of the Bank, standard non-contributory mortgagee clauses, in a form satisfactory to the Bank. At least fifteen (15) days prior to the expiration date of each such policy, a renewal thereof satisfactory to the Bank shall be delivered to the Bank. The Mortgagor shall deliver to the Bank receipts evidencing the payment for all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment as further security for the indebtedness secured hereby of all unearned premiums. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

The Bank is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Bank instead of to the Mortgagor. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, the Bank may apply the net proceeds

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or any part thereof, at its option, either towards restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it, whether then matured or to mature in the future, or at the option of the Bank, such sums either wholly or in part may be paid over to the Mortgagor, on such terms and conditions as the Bank in its sole discretion may specify, to be used to repair the buildings, structures or improvements, or to build new ones in their place, or for any other purpose or object satisfactory to the Bank, in its sole discretion, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. The Bank shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

**1.07 CONDEMNATION.** If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Bank, become immediately due and payable. The Bank shall be entitled to all compensation, awards and other payments or relief thereon and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights, actions and proceedings and the right thereto, are hereby assigned by the Mortgagor to the Bank. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, the Bank may apply the net proceeds or any part thereof, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it whether then matured or to mature in the future, or for any other purpose or object satisfactory to the Bank without affecting the lien of this Mortgage. The Mortgagor shall remain liable for any deficiency. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights, actions and proceedings as the Bank may require. The Bank shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of such failure.

**1.08 CARE OF THE PROPERTY.**

(a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. The Mortgagor will not do or suffer to be done anything which will increase the



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risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, structures, improvements, fixtures, personal property or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without the prior written consent of the Bank. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof Ten Thousand Dollars (\$10,000.00) for any single transaction, or a total of Twenty Thousand Dollars (\$20,000.00) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances not necessarily of the same character, but of at least equal value to the Mortgagor and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice of the same to the Bank.

(d) The Bank or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours during the term of this Mortgage.

(e) The Mortgagor will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor and whether or not the same are made available by the Bank for such purpose, or reduce the principal balance due under the Note by an amount not less than the reduction in the value of the Mortgaged Property resulting from the casualty. The reduction in value shall be determined as mutually agreed; if the parties are unable to

agree within thirty days after the casualty, then the reduction in value shall be determined by an MAI-licensed appraiser acceptable to the parties. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to the Bank.

(g) If any work under this Paragraph 1.08 shall involve either any structural changes or additions or an estimated expenditure aggregating more than Ten Thousand Dollars (\$10,000.00), (i) no such work shall be undertaken until plans and specifications therefor, prepared by an architect satisfactory to the Bank, have been submitted to and approved by the Bank, and (ii) the Mortgagor shall comply with all requirements which may be imposed by the Bank, which requirements may (without limitation) include the furnishing of additional title insurance against liens, architectural inspections, and the furnishing of security that the Mortgagor will complete all such work.

1.09 FURTHER ASSURANCES; AFTER ACQUIRED PROPERTY. At any time, and from time to time, upon request by the Bank, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Bank, and where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Bank, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of the Bank, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve (a) the obligations of the Mortgagor under the Note and this Mortgage, and (b) the lien and security interest of this Mortgage as a first and prior lien and security interest upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Mortgagor. Upon any failure by the Mortgagor so to do, the Bank may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of the Mortgagor, and the Mortgagor hereby appoints the Bank the agent and attorney-in-fact of the Mortgagor so to do. The appointment hereunder by the Mortgagor of the Bank as its attorney-in-fact is irrevocable and coupled with an interest. The lien and security interest hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.10 LEASES AND OTHER AGREEMENTS AFFECTING THE MORTGAGED PROPERTY. The Mortgagor represents and warrants that there are no leases or subleases of the Mortgaged Property existing on

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the date of this Mortgage except for those set forth on Exhibit C attached hereto. The Mortgagor will not, without the express written consent of the Bank, enter into any lease, either orally or in writing, hereafter created upon the Mortgaged Property or any part thereof, nor will the Mortgagor permit an assignment or sublease without the express written consent of the Bank. If the Bank so requests, the Mortgagor shall cause the tenant under each or any of such leases to enter into subordination and attornment agreements with the Bank which are satisfactory to the Bank. The Mortgagor agrees to furnish the Bank with original executed copies of all leases hereafter entered into with respect to all or any part of the Mortgaged Property. The Mortgagor will not accept payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent without the express written consent of the Bank. The Mortgagor will duly and punctually perform all terms, covenants, conditions and agreements binding upon it or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. In order to further secure payment of the Note and the observance, performance and discharge of the Mortgagor's obligations hereunder, the Mortgagor hereby assigns, transfers and sets over to the Bank all of the Mortgagor's right, title and interest in, to and under all of the leases hereafter affecting the Mortgaged Property, or any portion thereof and in and to all of the rents, issues, profits, revenue, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof. Unless and until an Event of Default occurs, the Mortgagor shall be entitled to collect the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Mortgage) as and when they become due and payable. The Bank shall be liable to account only for rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property actually received by the Bank pursuant to any provision of this Mortgage.

1.11 EXPENSES. The Mortgagor will immediately upon demand pay or reimburse the Bank for all attorneys' fees, costs and expenses incurred by the Bank in any proceedings involving the estate of a decedent, an insolvent or a bankrupt, or in any action, proceeding or dispute of any kind in which the Bank is made a party, or appears as an intervener or party plaintiff or defendant, affecting or relating to the Note, this Mortgage, the Mortgagor, any of the beneficiaries of the Mortgagor or the Mortgaged Property, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by the Bank shall be added to the indebtedness secured hereby and secured by the lien and security interest of this Mortgage, and shall bear interest at

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the rate provided in the Note for interest payable after default (the "Default Rate").

1.12 BOOKS, RECORDS AND ACCOUNTS. The Mortgagor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expenses be realized by the Mortgagor or by any other person or entity whatsoever excepting sublessors unrelated to and unaffiliated with the Mortgagor and who leased from the Mortgagor portions of the Mortgaged Property for the purposes of occupying same. The Bank or its designee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the Mortgagor or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Bank shall desire. At the request of the Bank, the Mortgagor will furnish to the Bank on or before the first day of April of each year a statement of income for the Mortgaged Property during the most recent calendar year and an unqualified opinion of an independent certified public accountant with respect thereto. The Mortgagor will also from time to time furnish to the Bank such other financial statements and information as the Bank may request.

1.13 ESTOPPEL AFFIDAVITS. The Mortgagor, within five (5) days after written request from the Bank, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.

1.14 SUBROGATION. The Bank shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.15 IMPAIRMENT OF SECURITY. Without limitation of any other provision hereof, the Mortgagor will not assign, in whole or in part, the rents, income or profits arising from the Mortgaged Property without the prior written consent of the Bank; any such assignment made without the Bank's prior written consent shall be null and void and of no force and effect and the making thereof shall, at the option of the Bank, constitute an Event of Default under this Mortgage. Without limitation of the foregoing, the Mortgagor will not in any other manner impair the security of this Mortgage for the payment of the indebtedness secured hereby.

1.16 USE OF MORTGAGED PROPERTY. The Mortgagor will not make, suffer or permit, without the prior written consent of the Bank, any use of the Mortgaged Property for any purpose other than as an office, warehouse and manufacturing facility.

1.17 USE OF PROCEEDS.

(a) The Mortgagor represents and agrees that the indebtedness secured hereby constitutes a business loan which comes within the purview of Section 6404(1)(c) of Chapter 17 of the Illinois Revised Statutes.

(b) All agreements between the Mortgagor and the Bank (including, without limitation, this Mortgage, the Note and any other documents securing the indebtedness secured hereby) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Bank exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois, and if for any reason whatsoever, the Bank shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

1.18 PROHIBITION OF TRANSFER. The Mortgagor will not, without the prior written consent of the Bank, sell, assign or transfer, or permit the sale, assignment or transfer to any party other than the Bank, whether by operation of law or otherwise, all or any portion of the legal or equitable title to the Mortgaged Property or contract or otherwise agree to do so. Any such sale, assignment or transfer made without the Bank's prior written consent shall be null and void and of no force or effect, but the attempt at making thereof shall, at the option of the Bank, constitute an Event of Default under this Mortgage.

1.19 PROHIBITION OF FURTHER ENCUMBRANCE. The Mortgagor will not, without the prior written consent of the Bank, further mortgage, grant a deed of trust, pledge or otherwise encumber, whether by operation of law or otherwise, all or any of its interest in the Mortgaged Property. Any such encumbrance made without the Bank's prior written consent shall

be null and void and of no force or effect, but the attempt at making thereof shall, at the option of the Bank, constitute an Event of Default under this Mortgage.

## ARTICLE II

**2.01 EVENTS OF DEFAULT.** The terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Any default or failure by the Mortgagor to pay when due any installment of principal or interest under the Note or any sum when due under this Mortgage (including, without limitation, any deposits required by Paragraph 1.03 hereof); or

(b) Any default or failure by the Mortgagor or Wall-Able Partners, an Illinois limited partnership (the "Partnership"), to duly observe or perform any other term, covenant, condition or agreement contained in the Note, this Mortgage or in any assignment of lease, assignment of rents or any other agreement given or made as additional security for the performance of the Note or this Mortgage; or

(c) The filing by the Mortgagor, the Partnership or any partner of the Partnership of a voluntary petition in bankruptcy or the adjudication of any of them as a bankrupt or insolvent, or the filing by any of them of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself or himself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator by the Mortgagor, the Partnership or any partner of the Partnership of itself or himself or any portion of its or his assets or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its or his inability to pay its or his debts generally as they become due; or

(d) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Mortgagor, the Partnership or any partner of the Partnership seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other

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similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Mortgagor, the Partnership or any partner of the Partnership or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its or his consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of thirty (30) days (whether or not consecutive).

**2.02 ACCELERATION OF MATURITY.** If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Bank, immediately become due and payable without notice or demand.

**2.03 THE BANK'S RIGHT TO ENTER AND TAKE POSSESSION, OPERATE AND APPLY REVENUES.**

(a) If an Event of Default shall have occurred and be continuing, the Mortgagor, upon demand of the Bank, shall forthwith surrender to the Bank the actual possession, and if and to the extent permitted by law, the Bank itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and may exclude the Mortgagor and its agents and employees wholly therefrom, and may have joint access with the Mortgagor to the books, papers and accounts of the Mortgagor.

(b) If the Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by the Bank, the Bank may obtain a judgment or decree conferring on the Bank the right to immediate possession or requiring the delivery of immediate possession of all or part of such Mortgaged Property to the Bank, to the entry of which judgment or decree the Mortgagor specifically consents.

(c) The Mortgagor will pay to the Bank, upon demand, all expenses (including, without limitation, fees and expenses of attorneys, accountants and agents) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under the Note or this Mortgage; and all such expenses shall, until paid, be secured by this Mortgage and shall bear interest at the Default Rate as described in the Note.

(d) Upon every such entering upon or taking of possession, the Bank may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions,

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betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all of the rights and powers of the Mortgagor, the Partnership and the partners of the Partnership to the same extent as each of them could in their own names or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Bank, all as the Bank from time to time may determine to be to its best advantage. The Bank may collect and receive all of the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter and, after deducting (aa) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as the Bank may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorney and agents of the Bank, shall apply the remainder of the monies and proceeds so received by the Bank, first to payment of accrued interest; second to the payment of deposits required in Paragraph 1.03 hereof; and third to the payment of principal.

(e) The Bank shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith.

**2.04 PERFORMANCE BY THE LENDER OF DEFAULTS.** If default shall occur in the payment, performance or observance of any term, representation, warranty, covenant or condition of this Mortgage (whether or not the same shall constitute an Event of Default), the Bank may, at its option, pay, perform or observe the same or take any action necessary to cause any representation or warranty to be true, and all payments made or costs or expenses incurred by the Bank in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Bank with interest thereon at the Default Rate as described in the Note. The Bank shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Bank is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition



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without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

2.05 (Intentionally omitted.)

2.06 RECEIVER. If an Event of Default shall have occurred and be continuing, the Bank, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness or the insolvency of any party bound for its payment to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law. The Mortgagor will pay to the Bank upon demand (with interest thereon at the Default Rate as described in the Note) all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 2.06; and all such expenses shall be secured by this Mortgage and shall bear interest at the Default Rate as described in the Note.

2.07 THE BANK'S POWER OF ENFORCEMENT. If an Event of Default shall have occurred and be continuing, the Bank may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or any other right, (b) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as the Bank may determine, and (c) to pursue any other remedy available to it, all as the Bank shall deem most effectual for such purposes. The Bank may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Bank may determine. The Bank may elect to pursue any one or more or all of the foregoing.

2.08 PURCHASE BY THE LENDER. Upon any foreclosure sale, the Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.09 FEES AND EXPENSES; APPLICATION OF PROCEEDS OF SALE. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of the Bank or holders of the Note for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert

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evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens Certificates), and similar data and assurances with respect to title as the Bank or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs and expense which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to the Mortgagor.

2.10 WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS. The Mortgagor agrees to the full extent permitted by law, that if an Event of Default occurs hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws of the State of Illinois) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof. If the Mortgagor is a trustee, the Mortgagor represents that it is duly authorized and empowered by the trust instruments and by all persons having the power of direction over it as such trustee to execute this Mortgage, including the foregoing agreements, waivers and releases.

2.11 LEASES. The Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of

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the Mortgaged Property, and the failure to make such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Bank to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

**2.12 DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF THE PARTIES.** In case the Bank shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bank, then and in every such case the Mortgagor and the Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Bank shall continue as if no such proceeding had been taken.

**2.13 REMEDIES CUMULATIVE.** No right, power or remedy conferred upon or reserved to the Bank by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**2.14 WAIVER.** No delay or omission of the Bank or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Bank may be exercised from time to time and as often as may be deemed expedient by the Bank. No consent or waiver, expressed or implied, by the Bank to or of any breach or default by the Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Mortgagor hereunder. Failure on the part of the Bank to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Bank of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Mortgagor.

If the Bank (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment of any sums secured hereby; (c) waives or does not exercise any right granted herein or in the Note or in any other document or instrument securing the Note; (d) releases with or without consideration any of the

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Mortgaged Property from the lien of this Mortgage or any other security for the payment of the indebtedness secured hereby; (e) changes any of the terms, covenants, conditions or agreements of the Note or this Mortgage or in any other document or instrument securing the Note; (f) consents to the filing of any map, plat or replat or condominium declaration affecting the Mortgaged Property; (g) consents to the granting of any easement or other right affecting the Mortgaged Property; or (h) makes or consents to any agreement subordinating the lien hereof; any such act or omission shall not release, discharge, modify, change or affect [except to the extent of the changes referred to in clause (e) above] the original liability under the Note, this Mortgage or any other obligation of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor of the Note; nor shall any such act or omission preclude the Bank from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Bank, shall the lien of this Mortgage or the priority thereof be altered thereby, whether or not there are junior lienors and whether or not they consent to any of the foregoing. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, the Bank, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not limit the prohibition against such sale or transfer set forth in Paragraph 1.18 hereof.

Without limitation of the foregoing, the right is hereby reserved by the Bank to make partial release or releases of the Mortgaged Property, or of any other security held by the Bank with respect to all or any part of the indebtedness secured hereby, without notice to, or the consent, approval or agreement of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this Mortgage on the portion of said property not so released.

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## ARTICLE III

**3.01 SUITS TO PROTECT THE MORTGAGED PROPERTY.** The Bank shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Bank, and all costs and expenses incurred by the Bank in connection therewith (including, without limitation, attorneys' fees) shall be paid by the Mortgagor to the Bank on demand (with interest at the Default Rate as described in the Note) and shall be additional indebtedness secured hereby.

**3.02 THE BANK MAY FILE PROOFS OF CLAIM.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Mortgagor, the Partnership or any partner of the Partnership, any of their respective creditors or property, the Bank, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Bank allowed in such proceedings for the entire amount due and payable by the Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Mortgagor hereunder after such date.

**3.03 SUCCESSORS AND ASSIGNS.** This Mortgage shall inure to the benefit of and be binding upon the Mortgagor and the Bank and their respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to the Mortgagor or the Bank, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of the Mortgagor or the Bank.

**3.04 NOTICES.** All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All such notices, demands and requests by the Bank to the Mortgagor shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the Mortgagor at:

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LaSalle National Bank  
Trustee under Trust No. 10-38457-09  
135 South LaSalle Street  
Chicago, Illinois 60690

with a copy to:

Wall-Able Partners  
1800 North Clybourn Avenue  
Chicago, Illinois 60614  
Attention: Mr. Gary R. Fairhead

with a copy to:

Henry J. Underwood, Jr.  
72 West Adams Street  
Suite 1500  
Chicago, Illinois 60603

or to such other address as the Mortgagor may from time to time designate by written notice to the Bank given as herein required. All notices, demands and requests by the Mortgagor to the Bank shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the Bank at:

UnibancTrust Company  
Sears Tower  
Chicago, Illinois 60606  
Attention: Division Head -  
Commercial Banking Division

or to such other address as the Bank may from time to time designate by written notice to the Mortgagor given as herein required.

Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the time such notice, demand or request shall be deposited in the mails.

3.05 TERMINOLOGY. All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage itself, and all references herein to Articles, Sections or Paragraphs shall refer to the corresponding Articles, Sections or Paragraphs of this Mortgage unless specific reference is made to such Articles, Sections or Paragraphs of another document or instrument.

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3.06 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.07 APPLICABLE LAW. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Illinois.

3.08 SECURITY AGREEMENT. This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. The Bank shall have all of the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded to the Bank by this Mortgage or any other agreement.

3.09 MODIFICATION. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.10 NO MERGER. It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Bank acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by the Bank as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.11 DELIVERY OF SUMMONS, ETC. If any action or proceeding shall be instituted to evict the Mortgagor or recover possession of the Mortgaged Property or any part thereof or otherwise affecting the Mortgaged Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Bank a true copy of each petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such action or proceeding.

3.12 EXCULPATION. This Mortgage is executed by LaSalle National Bank, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and such Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed

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that nothing herein contained shall be construed as creating any liability on Mortgagor personally to pay the 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 personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned (excluding, specifically, any liability or obligation of the Partnership, any partner of the Partnership or any other beneficial owner of the Mortgaged Property), the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the Mortgaged Property hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in the Note provided and to any other security given for the indebtedness evidenced by the Note.

IN WITNESS WHEREOF, the Mortgagor, has caused these presents to be signed the day and year first above written.

LASALLE NATIONAL BANK,  
a national banking association,  
not personally but solely as Trustee  
under Trust Agreement dated May 4, 1981  
and known as Trust No. 10-38457-09

By: *[Signature]*  
Its: Trustee

ATTEST:

*[Signature]*  
Secretary

CONSENTED AND AGREED TO:

UNIBANCTRUST COMPANY

By: *Mary Pat Keisigan*  
Its: Vice President

Attest: *[Signature]*  
Its: Commercial Trust Officer

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COOK COUNTY ILLINOIS

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

1985 OCT 11 PM 2:46

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I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named W. LANG and JAMES A. ..., ASSISTANT SECRETARIES of LASALLE NATIONAL BANK, as Trustee under Trust No. 10-38457-09 personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24<sup>th</sup> day of Sept., 1985.

Kathy Pacana  
NOTARY PUBLIC

My Commission Expires: 6-11-88

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Margaret K... and Thomas M... as ... and Commercial Loan Officer of UNIBANCTRUST COMPANY, an Illinois banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of October, 1985.

Kenneth Cameron  
NOTARY PUBLIC

My Commission Expires Oct. 17, 1988

My Commission Expires: \_\_\_\_\_

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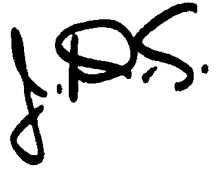
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THIS INSTRUMENT WAS PREPARED BY AND,  
AFTER RECORDATION, SHOULD BE RETURNED TO:

Ross Miller  
Greenberger and Kaufmann  
250 South Wacker Drive - PH  
Chicago, Illinois 60606

BOX 333-TH

P.T.N. 14-32-418-002  
14-32-420-001  
14-32-420-003  
14-32-420-004



ADDRESS OF PROPERTY:

1800 North Clybourn Avenue  
Chicago, Illinois 60614

Property of Cook County Clerk's Office

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## SCHEDULE A

### PARCEL 1:

LOTS 1 TO 6 AND 21 TO 24, ALL INCLUSIVE, IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, SITUATED IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

### PARCEL 2:

LOTS 4, 5, 6, 7, 8, 9 AND THAT PART OF LOT 3 LYING NORTH AND NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SHEFFIELD AVENUE, 244.47 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE OF SHEFFIELD AVENUE WITH THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE AND RUNNING THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF SHEFFIELD AVENUE; 81.58 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 164.47 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WILLOW STREET AS NOW OCCUPIED; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE 91.71 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MARCET STREET; ALL IN BLOCK 9 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## SCHEDULE B

1. EASEMENT FOR PASSAGE AND OPERATION OF RAILROAD CARS AND ENGINES OVER AND ACROSS THAT PORTION OF LOTS 5 AND 6 IN BLOCK 6 AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY SIDE LINE OF SAID LOT 6 IN BLOCK 6, 15 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 6, MEASURED ON AND ALONG SAID NORTHWESTERLY SIDE LINE; THENCE SOUTHEASTERLY ON A LINE DISTANCE 15 FEET NORTHEASTERLY FROM AND PARALLEL TO THE SOUTHWESTERLY SIDE LINE OF SAID LOTS 5 AND 6, 61 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT LINE 62.2 FEET MORE OR LESS TO A POINT IN THE NORTHWESTERLY SIDE LINE OF SAID LOT 6, 12.2 FEET NORTHEASTERLY OF THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON SAID NORTHWESTERLY SIDE LINE 12.2 FEET TO THE POINT OF BEGINNING, AS CREATED BY GRANT MADE BY GOETZ COMPANY, A CORPORATION OF ILLINOIS, TO AMERICAN CAN COMPANY, A CORPORATION OF NEW JERSEY, DATED MARCH 10, 1913 AND RECORDED MARCH 12, 1913 AS DOCUMENT 5143511; SAID EASEMENT TO CONTINUE SO LONG ONLY AS THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILWAY COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL OPERATE THE SWITCH TRACKS OVER, ACROSS, AND ALONG THE WEST 15 FEET OF SAID BLOCK 6 AND SAID EASEMENT SHALL NOT PERMIT EITHER THE GRANTOR OR THE GRANTEE OR THEIR SUCCESSORS AND ASSIGNS OR EITHER OF THEM TO USE ALL OR ANY PORTION OF SAID PART OF SAID LOTS 5 AND 6 FOR STORAGE OF CARS OR OTHER RAILWAY EQUIPMENT THEREON OR FOR ANY OTHER PURPOSE WHICH SHALL UNREASONABLY INTERFERE WITH THE OPERATION WITH ANY TRACK THEREON FOR SWITCHING PURPOSES.

2. RIGHTS OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILWAY COMPANY, IN AND TO THE WEST 15 FEET OF LOTS 1 TO 6 BOTH INCLUSIVE OF PARCEL 1 UNDER AND BY VIRTUE OF THE DEED DATED MAY 7, 1909 AND RECORDED JUNE 2, 1909 AS DOCUMENT 4385298 FROM GOETZ AND FLODIN MANUFACTURING COMPANY, A CORPORATION OF ILLINOIS, WHO CONVEYED SAID LAND TO CHICAGO, MILWAUKEE, AND ST. PAUL RAILWAY COMPANY, "BUT ONLY FOR RAILROAD PURPOSES LAND".

(AFFECTS THE WEST 15 FEET OF LOTS 1 TO 6, BOTH INCLUSIVE)

3. Taxes not yet due and payable.

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## SCHEDULE C

Lease dated July 19, 1985 by and Between Wall-Able Manufacturing Corporation ("WAM") and the Trustee.

Sublease between WAM and Blair Industries, Inc., effective January 1, 1983

Sublease between WAM and 1800 North Clybourn Corporation, dated March 9, 1983

Sublease between WAM and Vicky Potts, oral agreement

Property of Cook County Clerk's Office

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Unibanc Trust Company  
Box 124

Property of Cook County Clerk's Office