

MAIL TO:  
CONTINENTAL ILLINOIS NATIONAL BANK  
231 SOUTH LASSALLE STREET  
CHICAGO, ILLINOIS 60697  
R. E. THOMPSON, LAW DEPT., 105-8th

THIS INSTRUMENT PREPARED BY:  
ROBERT E. THOMPSON  
231 SOUTH LASSALLE STREET  
CHICAGO, ILLINOIS

85 251 487

MORTGAGE

2900

THIS MORTGAGE made as of the 15 day of October, 1985 by SUDLER & COMPANY, A CORPORATION OF ILLINOIS, (herein called the "Mortgagor") to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, (herein, together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter described, called the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, the Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and by this reference made a part hereof (herein called the "Real Estate"); and

WHEREAS, MARLING INVESTMENTS, INC. (the "Borrower") has concurrently herewith, entered into a certain revolving term credit Loan Agreement (hereinafter called the "Loan Agreement") dated as of October 15, 1985, which Loan Agreement provides that Mortgagee may make certain loans and advances from time to time during a period expiring two years after the date of the Loan Agreement, upon the terms and conditions set forth in the Loan Agreement, to and for the benefit of the Borrower (hereinafter called the "Loans"), evidenced by a Term Note (the "Term Note") payable to the order of the Mortgagee in the principal sum of ONE MILLION DOLLARS (\$1,000,000) bearing interest at the rate specified therein, with the final payment of principal and interest, if not sooner paid, due and payable on October 31, 1986 and a Revolving Note (the "Revolving Note") payable to the order of the Mortgagee in the principal sum of ONE MILLION DOLLARS (\$1,000,000) bearing interest at the rate specified therein, with the final payment of principal and interest, if not sooner paid, due and payable on October 30, 1987;

WHEREAS, it is the intent hereof to secure (on a priority basis from the date of recording of this Mortgage) payment of the Loans whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date. It is understood that at any time before the cancellation and release of this Mortgage, the Loans and this Mortgage, including the terms of repayment thereof, may from time to time be modified or amended in writing by the Borrower and Mortgagee to include any future advance or advances for any purpose made by the Mortgagee, at its option, to or for the benefit of the Borrower. Mortgagor covenants and agrees that this Mortgage secures (on a priority basis from the date of recording of this Mortgage) any and all such future advance or advances whether the same are of the same or a different kind or quality as the original advances, whether or not related to the original advances, together with the specified interest thereon as well as the hereinbefore described principal and interest now evidenced by the Loans;

WHEREAS, the Loans, including the principal thereof and interest and premiums, if any, thereon, and all extensions, modifications, substitutions or renewals thereof, in whole or in part, any future advances, with interest thereon, made by the

ADDRESS OF PROPERTY: Units 102A and 102B, 155 Harbor Drive, Chicago, Illinois

P. T. I. NO. 17-10-401-005-1745 — Unit 102A

P. T. IV NO. 17-10-401-005-1746 — Unit 102B

SEE CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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Mortgagee to the Borrower pursuant to the previous paragraph or to Paragraph 38 hereof (herein called "Future Advances"), and all other sums which may be at the time due or owing or required to be paid as herein or in the Loan Agreement provided and all other indebtedness of the Borrower to Mortgagee whether now existing or hereafter arising and howsoever created, whether direct or indirect, absolute or contingent, or due or to become due, are herein sometimes called the "Indebtedness Hereby Secured;" provided, however that the total principal of said Indebtedness Secured Hereby shall not exceed TWO MILLION AND NO/100 DOLLARS (\$2,000,000) at any one time. (Nothing contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amount or amounts that shall be secured herein when advanced to protect the real estate security);

NOW, THEREFORE, to secure the payment of the principal of and interest on the Loans in accordance with the Loan Agreement and to secure the payment of all other Indebtedness Hereby Secured and the performance and observance of all of the covenants, agreements and provisions herein and in the Loan Agreement contained, and in consideration of the premises and of the sum of TEN DOLLARS (\$10.00) paid by the Mortgagee to the Mortgagor, and for other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged by the Mortgagor, the Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIENATE, MORTGAGE and CONVEY unto the Mortgagee, its successors and assigns forever, all of its estate, right, title and interest in, to and under the Real Estate (which, together with the property mentioned in the next succeeding paragraphs hereto, is called the "Premises");

TOGETHER with all right, title and interest of the Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, gores of land, streets, avenues and alleys adjoining the aforesaid Real Estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, emblements, passages, waters, water courses, riparian rights, zoning variances and exceptions, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the Real Estate, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainder and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Real Estate, and all fixtures and articles of personal property now or hereafter owned by the Mortgagor and attached to or forming a part of or used in connection with the Real Estate or the operation and convenience of any buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the operation or for the convenience of the Real Estate or any buildings and improvements thereon and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus and hot-and-cold water equipment and systems), and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not

the same are or shall be attached to said buildings and improvements in any manner, it being mutually agreed that all of the aforesaid property owned by the Mortgagor and placed on the Real Estate shall, so far as permitted by law, be deemed to be fixtures, a part of the Real Estate, and security for the Indebtedness Hereby Secured. Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the Real Estate encumbered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods and any proceeds thereof, as collateral, and the Mortgagor hereby grants a security interest in such goods and any proceeds thereof to the Mortgagee as a secured party, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 17 hereof;

TOGETHER with all right, title, estate and interest of the Mortgagor in and to the Premises, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after the occurrence of an Event of Default, as hereinafter defined; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets which said awards and compensation are hereby assigned to the Mortgagee, and the Mortgagor hereby designates the Mortgagee as its agent and directs and empowers the Mortgagee, at the option of the Mortgagee, on behalf of the Mortgagor, or the successors or assigns of the Mortgagor, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by the Mortgagee, of the Indebtedness Hereby Secured, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured, all subject to the provisions of Paragraph 10 hereof.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises upon the occurrence of any Event of Default; the Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**PROVIDED, NEVERTHELESS,** that if the Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by the Mortgagor, then this Mortgage and the estate, right and interest of the Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

**THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. Payment of Indebtedness. The Mortgagor shall pay, or cause to be paid, when due (a) the principal of and interest and premium, if any, on the Loans and (b) all other Indebtedness Hereby Secured; and the Mortgagor shall duly and punctually perform and observe, or cause to be performed or observed, all of

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the terms, provisions, conditions, covenants and agreements on the Mortgagor's or Borrower's part to be performed or observed as provided herein and in the Note; and this Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc. The Mortgagor shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter included within 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 mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (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 to the Mortgagee satisfactory evidence of the discharge of such prior lien; (d) complete, within a reasonable time, any building or other improvements 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 or permit no material alterations in the Premises except as required by law or ordinance without the prior written consent of the Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises; (j) cause the Premises to be managed in a competent and professional manner; and (k) give notice in writing to the Mortgagor of and, unless otherwise directed in writing by the Mortgagee, appear in and defend any action or proceeding purporting to affect the Premises, the security of this Mortgage or the rights or powers of the Mortgagee.

3. Other Liens. Subject to Paragraph 18 hereof, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Taxes. The Mortgagor shall 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 the Mortgagor shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. The Mortgagor shall 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 with the Mortgagee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such 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; and if the Mortgagor shall not pay the same when required so to do, the Mortgagee may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the 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 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 interest of the Mortgagee in the Premises, or the manner of collection of Taxes, so as to affect

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this Mortgage or the Indebtedness Hereby Secured or the Mortgagee, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such Taxes, or reimburse the Mortgagee therefor on demand, unless such payment or reimbursement by the Mortgagor is unlawful in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by the Mortgagee to the Mortgagor. Nothing in this Paragraph 4 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 pertaining to the Premises, and then only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

5. Insurance Coverage. The Mortgagor will insure and keep insured all of the buildings and improvements now or hereafter included within 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 not less than ninety percent (90%) of the full replacement value of the Premises;

(b) Public liability against bodily injury and property damage with such limits as the Mortgagee may require;

(c) 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; and

(d) Insurance against loss or damage by flood or mud slide, if the Premises are now, or at any time while the Indebtedness Hereby Secured remains outstanding shall be, situated in an area which an appropriate governmental authority designates as a flood or mud slide hazard area or the like, in such amount as the Mortgagee may require, but no amount in excess of the minimum legal limit of coverage shall be so required.

6. Insurance Policies. All policies of insurance to be maintained and provided as required by Paragraph 5 hereof shall be in form, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto standard noncontributory 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 thirty (30) days prior to the respective dates of expiration. All insurance policies shall contain a provision requiring at least thirty (30) days notice to the Mortgagee prior to any cancellation or modification of such policies. Mortgagor shall not permit any condition to exist on with respect to the Premises which would wholly or partially invalidate any insurance thereon.

The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless the Mortgagee is included thereon under a standard mortgage clause acceptable to the Mortgagee. The Mortgagor shall immediately notify the Mortgagee whenever any separate insurance is taken out and shall promptly deliver to the Mortgagee any policies or certificates of such insurance.

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 ONE HUNDRED FIFTY THOUSAND AND NO/100 — — — — — DOLLARS (\$150,000.00) if such adjustment is carried out in a competent and timely manner, and provided that in any case the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional 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 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, then, if no Event of Default, shall have occurred and be then continuing, 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 Paragraph 9 hereof; and the Mortgagor hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in Subsection (b) of this Paragraph 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; provided, however, that such application of proceeds shall not be considered a voluntary prepayment of the Loans which would require the payment of any prepayment premium or penalty.

(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 the Insured Casualty, 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 (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to

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complete the proposed restoration, repair, replacement and rebuilding and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance 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 and rebuilding shall exceed ninety percent (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 that purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for that 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. Any surplus which may remain out of insurance proceeds held by the Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding 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 thereto. 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 any payments made in lieu of and/or in settlement of a claim or threat of condemnation. 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 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, 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 condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, the award shall be used to reimburse the Mortgagor for the cost of restoration and rebuilding; provided always, that no Event of Default has occurred and is then continuing. If the Mortgagor 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 Paragraph 9 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 thereto. No interest shall be allowed to the Mortgagor on account of any award held by the Mortgagee.

10. Stamp Tax. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagor or the Premises, any tax is used or becomes due in respect of the issuance of the Term Note or the Revolving Note or the granting of this Mortgage, the Mortgagor shall pay such tax in the manner required by such law. The Mortgagor further agrees to

reimburse the Mortgagee for any sums which the Mortgagee may expend by reason of the imposition of any tax upon the issuance of the Term Note or the Revolving Note or the granting of this Mortgage.

11. Prepayment Privilege. Provided that no Event of Default has occurred and is then continuing, the Mortgagor and Borrower shall have the privilege of making prepayments on the principal of the Loans (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Loan Agreement, but not otherwise. Upon the occurrence of an Event of Default and following acceleration of maturity of the Indebtedness Hereby Secured by the Mortgagee, as provided herein, a tender of payment of the amount necessary to satisfy all or part of the Indebtedness Hereby Secured, made at any time prior to foreclosure sale by the Mortgagor, its successors or assigns, or by anyone on behalf of the Mortgagor, shall be deemed to be a voluntary prepayment hereunder and such payment must, to the extent permitted by law, include the premium required under the prepayment privilege contained in the Loan Agreement, or, if at the time there is no privilege of prepayment, then such payment will, to the extent not forbidden by law, include a premium of percent (0%) of the principal balance then outstanding.

12. Effect of Extensions of Time and Amendments on Junior Liens and Others. If the payment of the Indebtedness Hereby Secured, or any part thereof, is extended or varied, or if any part of the security therefor is 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 such lien subject to the rights of the Mortgagee to amend, modify and supplement this Mortgage, the Loan Agreement and the Assignment herein referred to, and to extend the maturity 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. Mortgagee's Performance of Mortgagor's Obligations. If an Event of Default shall occur and be continuing, the Mortgagee, either before or after acceleration 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 required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient by the Mortgagee; and the Mortgagee 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 attorneys' fees and other monies advanced by the Mortgagee to protect the Premises and the lien hereof, 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 operational and usable for its intended purpose shall be so much additional indebtedness Hereby Secured, whether or not they exceed the face amount of the Term Note and the Revolving Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate specified in said notes (herein called the "Default Rate"). Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it as a result of the occurrence of an Event of Default. The Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) relating to 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) relating to the completion of construction, furnishing or equipping of the improvements or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, the Mortgagee may do so in such amounts and to such persons as the Mortgagee may deem appropriate and may enter into such contracts therefor as the Mortgagee may deem appropriate or may perform the same itself.

14. Inspection of Premises and Records. The Mortgagee shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

15. Financial Statements. If required by the Mortgagee, the Mortgagor will, within ninety (90) days after the end of each fiscal year of the Mortgagor, furnish to the Mortgagee financial and operating statements of the Premises for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, all in reasonable detail. Such financial and operating statements shall be prepared and certified at the expense of the Mortgagor in such manner as may be acceptable to the Mortgagee, and the Mortgagee may, by notice in writing to the Mortgagor, require that the same be prepared and certified, pursuant to audit, by a firm of independent certified public accountants satisfactory to the Mortgagee.

16. Uniform Commercial Code. This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (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 Paragraph 17 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 Paragraph 17 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) is and will 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 the Mortgagor's own use or as the equipment and furnishings furnished by the Mortgagor, as landlord, to tenants of the Premises.

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(c) The Collateral will be kept at the Real Estate, and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) or any other person and the Collateral may be affixed to the 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, the Mortgagee and permitted tenants and users thereof.

(e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and the 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 statements 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) If an Event of Default shall occur and be continuing, the Mortgagee at its option may declare the Indebtedness Hereby Secured to be immediately due and payable, all as more fully set forth in Paragraph 19 hereof, and thereupon the 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 the 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 the Mortgagee which is reasonably convenient to both parties. The Mortgagee will give the 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. Notice of sale, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before the time of sale or disposition, by registered or certified mail, postage prepaid, addressed to the Mortgagor at the address shown in Paragraph 36 of this Mortgage. 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, the 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 the Mortgagee so elects. The net proceeds realized upon any such disposition, after

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deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by the Mortgagee, shall be applied against 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 accumulative 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 to be a part of the Real Estate upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in this Paragraph 16 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage which goods are or are to become fixtures relating to the Premises. The addresses of the Mortgagor (Debtor) and the Mortgagee (Secured Party) are set forth in Paragraph 36 hereof. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Real Estate is located. The Mortgagor is the record owner of the Real Estate.

17. Restrictions on Transfer. The Mortgagor shall not, without the prior written consent of the Mortgagee, create effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of the Mortgagee shall constitute a "Prohibited Transfer":

(a) 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 of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

(b) all or any portion of the beneficial interest or power of direction in or to the trust under which the Mortgagor is acting, if the Mortgagor is a Trustee;

(c) any shares of capital stock of a corporate Mortgagor, a corporation which is a beneficiary of a trustee Mortgagor, a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System);

(d) all or any part of the partnership or joint venture interest, as the case may be, of any Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if the

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Mortgagor or such beneficiary is a partnership or a joint venture.

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, however, that the foregoing provisions of this Paragraph 18 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, 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 or personal representatives.

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

(a) An Event of Default described in Section 12.1 of the Loan Agreement occurs; or

(b) A Prohibited Transfer shall occur and be continuing without notice or period of grace of any kind; or

(c) The title of the Mortgagor to its interest in the Premises or any substantial part thereof shall become the subject matter of litigation which would or might, in the Mortgagee's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument and upon notice by the Mortgagee to the Mortgagor such litigation is not dismissed within thirty (30) days of such notice; or

(d) This Mortgage shall not constitute a valid first lien on and security interest in the Premises, or if such lien and security interest shall not be perfected;

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, all 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, the Note, the Assignment or by law or in equity conferred.

19. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, the Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

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 Hereby Secured or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the



decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance 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 mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the 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 Loan Agreement or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate per annum until paid.

21. 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 regard to the 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 employee or agent thereof 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 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 collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court 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 a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

22. 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 Paragraph 21 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 Loans; Fourth, to the principal remaining unpaid upon the Loans; and lastly, any overplus to the Mortgagor, and its successors or assigns, as their rights may appear.

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 cancelled 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 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 cancelled 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 without credit or allowance to the Mortgagor for prepaid premiums thereon.

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 pursuant to any 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 acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of 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 applicable law. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

25. 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.

26. Further Assurances. The Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee all property mortgaged hereby or property intended so to be; whether now owned by the Mortgagor or hereafter acquired.

27. Covenants Run with Land; Mortgagor's Successors. All of the covenants of this Mortgage shall run with the land and be binding on any successor owners of the Premises. 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 Paragraph 27 shall vary or negate the provisions of Paragraph 17 hereof.

28. 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 to 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.

29. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time 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 Term Note and the Revolving Note, whether so expressed or not; and each such from time to time holder of the Term Note and Revolving 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.

30. 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.

31. 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 good and valid to the party interposing the same in an action at law upon the Loan Agreement, the Term Note or the Revolving Note.

32. Time of the Essence. Time is of the essence of the Note, this Mortgage, the Assignment and any other document evidencing or securing the Indebtedness Hereby Secured.

33. 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.

34. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and if mailed, shall be deemed to be given when sent by registered or certified mail, postage prepaid and addressed to the Mortgagor or the Mortgagee at its address set forth below, or to such other

address as the Mortgagor or the Mortgagee may by notice in writing designate as its address for the purpose of notice hereunder:

(a) If to the Mortgagee:

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO  
231 South LaSalle Street  
Chicago, Illinois 60697

(b) If to the Mortgagor:

SUDLER & COMPANY  
875 North Michigan  
Chicago, Illinois 60611

35. Option to Subordinate. At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by the Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

36. Estoppel Certificate. The Mortgagor shall within ten (10) days of a written request from the Mortgagee furnish the Mortgagee with a written statement, duly acknowledged, setting forth the sums secured by this Mortgage and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Mortgage.

37. Release. Upon payment of the Indebtedness Hereby Secured, the Mortgagee shall release this Mortgage and the lien hereof by proper instrument. The Mortgagor shall pay the Mortgagee's reasonable costs incurred in releasing this Mortgage.

38. Future Advances. Upon request of the Borrower, the Mortgagee, at the Mortgagee's option so long as this Mortgage secures indebtedness held by the Mortgagee, may make Future Advances to the Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage. At no time shall the principal amount of the Indebtedness Hereby Secured, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed sum of \$2,000,000.

39. Counterpart Execution. This Mortgage may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

40. Applicable Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered this 15 day of October, 1985.

SUDLER & COMPANY

BY [Signature]  
ITS [Signature]

ATTEST:

BY [Signature]  
ITS [Signature]

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Cheryl Kingsley, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES MARLING President of SUDLER & COMPANY and FRANK KOSIEN, ASSISTANT Secretary of said Corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial Seal, this 15th day of October, A.D. 1985

Cheryl Kingsley  
Notary Public

My Commission Expires:

March 4, 1989

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RECORDED & INDEXED  
OCT 24 1985  
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JAMES W. HARRIS

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MAIL TO:  
CONTINENTAL ILLINOIS NATIONAL BANK  
231 S. LA SALLE ST.  
CHICAGO, ILLINOIS 60697  
R.E. THOMPSON, LAW DEPT., 105 - 8th

EXHIBIT A

UNITS 102A AND 102B IN HARBOR DRIVE CONDOMINIUM AS DELINEATED ON SURVEY AS TO LOTS 1 AND 2 IN BLOCK 2 IN HARBOR POINT UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING THAT PART OF THE SOUTH WEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE LAND, PROPERTY AND SPACE OCCUPIED BY THOSE PARTS OF BELL, CAISSON, CAISSON CAP AND COLUMN LOTS 1-'A', 1-'B', 1-'C', 2-'A', 2-'B', 2-'C', 3-'A', 3-'B', 3-'C', 4-'A', 4-'B', 4-'C', 5-'A', 5-'B', 5-'C', 6-'A', 6-'B', 6-'C', 7-'A', 7-'B', 7-'C', 8-'A', 8-'B', 8-'C', 9-'A', 9-'B', 9-'C', 'M-LA' AND 'MA-LA' OR PARTS THEREOF, AS SAID LOTS ARE DEPICTED, ENUMERATED AND DEFINED ON SAID PLAT OF HARBOR POINT UNIT NO. 1, FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD OF SAID LOTS 1 IN BLOCK 2 AFORESAID, AND LYING ABOVE THE UPPER SURFACE OF THE LAND, PROPERTY AND SPACE TO BE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR UTILITY PURPOSES, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 155 HARBOR DRIVE CONDOMINIUM ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 58912 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935653 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935654, BY DOCUMENT 23018815)

PARCEL 2:

EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1 AFORESAID THROUGH, OVER AND ACROSS LOTS 3 IN BLOCK 2 OF SAID HARBOR POINT UNIT NO. 1, ESTABLISHED PURSUANT TO ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 58912 AND UNDER TRUST NO. 58930, RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935652)

PARCEL 3:

EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENTS, AS SHOWN ON THE PLAT OF HARBOR POINT UNIT NO. 1, AFORESAID, AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 58912 AND UNDER TRUST NO. 58930, RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935652); ALL IN COOK COUNTY, ILLINOIS.

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CHICAGO TITLE AND TRUST COMPANY  
 5900 BROADWAY, CHICAGO, ILLINOIS 60640  
 TEL - 201 221 1000



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MAIL TO:  
CONTINENTAL ILLINOIS NATIONAL BANK  
231 S. LA SALLE STREET  
CHICAGO, ILLINOIS 60697  
R.E. THOMPSON, LAW, 105 - 8th

Box 58

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15 day of October, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure Marling Investments Inc.'s obligations under the Loan Agreement to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Mortgagee") of the same date and covering the Property described in the Security Instrument and located at:

Unit 102A and Unit 102B, 155 Harbor Drive, Chicago, Illinois  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Harbor Drive Condominium  
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Mortgagor's interest in the Owners Association and the uses, proceeds and benefits of Mortgagor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Mortgagee further covenant and agree as follows:

A. Condominium Obligations. Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Mortgagee and which provides insurance coverage in the amounts, for the periods, and against the hazards Mortgagee requires, including fire and hazards included within the term "extended coverage," then:

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(i) Mortgagee waives the provision for the monthly payment to Mortgagee of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Mortgagor's obligation under to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Mortgagor shall give Mortgagee prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured by the Security Instrument, with any excess paid to Mortgagor.

C. Public Liability Insurance. Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee to the sums secured by the Security Instrument as provided in.

E. Mortgagee's Prior Consent. Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Mortgagee;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Mortgagee.

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F. Remedies. If Mortgagor does not pay condominium dues and assessments when due, then Mortgagee may pay them. Any amounts disbursed by Mortgagee under this paragraph F shall become additional debt of Mortgagor secured by the Security Instrument. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions contained in this Condominium Rider.

SUDLER & COMPANY

BY

ITS

M. A. Marley  
PRESIDENT

ATTEST:

BY

ITS

[Signature]  
[Signature]

MAIL TO

CONTINENTAL ILLINOIS NATIONAL BANK  
231 S. LA SALLE ST.  
CHICAGO, ILLINOIS 60697  
B.E. THOMPSON, LAW DEPT., 105 - 8th

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COOK COUNTY CLERK'S OFFICE  
100 N. LA SALLE STREET  
CHICAGO, ILLINOIS 60602  
TEL. 312-443-2000