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MORTGAGE AND SECURITY AGREEMENT

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THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") made as of the first day of September, 1985 between Parkway Bank & Trust, not personally, but solely as Trustee under a Trust Agreement dated June 1, 1985 and known as Trust Number 7259, an Illinois land trust, having an address at 670 Barrington Road, Streamwood, Illinois 60103 (the "Land Trust") hereinafter called the "Mortgagor," and the Village of Streamwood, Illinois, a municipality organized and existing under the laws of the State of Illinois having an address at Irving Park Road, Streamwood, Illinois 60103, which together with its successors and assigns hereinafter called the "Mortgagee";

WHEREAS, the Mortgagor is executing and delivering that certain Promissory Note (the "Note") in the principal amount of \$1,000,000 dated as of the date of issuance for the purpose of financing the cost of construction of a building (the "Project") as security for the Industrial Project Revenue Bond (Streamwood Self Storage Project) (the "Bond") in the principal amount of \$1,000,000 and dated the date of issuance to be issued by the Mortgagee in furtherance of the purposes of Division 74 of Article 11 of the Illinois Municipal Code, as amended, providing generally for the financing of industrial projects; and

WHEREAS, the Project will be leased by the Mortgagor to various lessees; and

WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of One Million Dollars (\$1,000,000) with interest thereon, to be paid according to the Note and made payable to the order of Mortgagee and delivered pursuant to the Loan Agreement dated as of September 1, 1985 between the Mortgagee and the Mortgagor (the "Agreement"), in and by which said Note the Mortgagor promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid on the Note, with a final payment of principal plus interest if not sooner paid by prepayment or acceleration due as set forth in the Note which is expressed to mature on or before January 1, 2006; and

This Instrument Prepared By and Mail To:

Charles R. Hug
Carlson and Hug
135 South LaSalle Street
Chicago, Illinois 60603

COOK COUNTY, ILLINOIS
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WHEREAS, this Mortgage (except for the right of the Issuer to payment of its expenses) is being assigned by Mortgagee to First State Bank of Chicago, Chicago, Illinois (the "Assignee") pursuant to that certain Assignment and Agreement dated as of September 1, 1985 between the Mortgagee and the Assignee as security for the Bond;

NOW THEREFORE the Mortgagor, in order to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof and the observance and performance of all covenants and agreements herein or therein contained, and for the payment of any other amounts that are payable under the Loan Agreement and also for and in consideration of the sum of Ten Dollars to the Mortgagor in hand paid by the Mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed, confirmed, mortgaged and granted a security interest in and by these presents does grant, bargain, sell, alien, release, convey, confirm and mortgage unto the said Mortgagee and its successors and assigns and does hereby grant to Mortgagee its successors and assigns a security interest in, FOREVER,

ALL that tract or parcel of land and premises, situated, lying and located on East Avenue one-half block north of Irving Park Road, Streamwood, Illinois, in the County of Cook and State of Illinois, more particularly described on Exhibit "A" attached hereto and made a part hereof. The land so described in Exhibit "A," together with the property hereinafter described, are referred to herein as the "premises".

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

As to any of the above property which is not considered by law as real estate, this Mortgage is hereby also deemed to be a security agreement under the provisions of the Illinois Uniform Commercial Code (Ill. Rev. Stat., ch. 26) Section 9-101 et seq.)

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WHEREAS, said mortgage covered for the right of the
lender to payment of the principal of and interest on the
to First State Bank of Chicago, Chicago, Illinois, the
"Assignment" pursuant to that certain Assignment and Assignment
dated as of September 1, 1987 between the Mortgagee and the
Assignee as security for the loan;

NOW THEREFORE the Mortgagee, in order to secure the
payment of the principal of and interest on the loan in
accordance with the terms and conditions thereof and the
observance and performance of all covenants and agreements herein
or therein contained, and for the payment of any other amounts
that are payable under the loan agreement and also for and in
contemplation of the fact that the Mortgagee in hereinafter
paid by the Mortgagee, or on behalf of the Mortgagee, and delivery
thereof, the receipt whereof is hereby acknowledged, has
granted, conveyed, released, sold, assigned, transferred, mortgaged
and pledged and placed a security interest in and by these
present documents great, personal, real, and all other, conveyance
and mortgage and the said Mortgagee and its successors
and assigns and good heirs grant to Mortgagee, its successors and
assigns a security interest in, TO-WIT:

All that tract or parcel of land and premises,
situated, lying and located on East Avenue one-half block north
of Irving Park Road, Chicago, Illinois, in the County of Cook
and State of Illinois, more particularly described on Exhibit "A"
attached hereto and made a part hereof. The land so described in
Exhibit "A", together with the property hereinafter described,
are referred to herein as the "premises".

TOGETHER with all buildings, improvements, fixtures,
equipment, furniture and appliances at any time belonging
thereon and all rents, issues and profits thereon for so long and
during all such times as Mortgagee may be entitled thereto which
are pledged primarily and as a security with said real estate as
security for the payment of the indebtedness secured hereby and
not secondarily, and without limiting the generality of the
foregoing, all apparatus and building equipment of every kind now
or hereafter thereon or thereon used to supply heat, gas, air,
conditioning, water, light, power, refrigeration (whether single
unit or centrally controlled), and ventilation, and all window
curtains, window shades, door shades and window shades,
wall-to-wall floor coverings, and all electric fixtures, pipes
and water heaters. All of the foregoing are declared to be a
part of said real estate and are hereby attached thereto for
all purposes and it is agreed that all similar apparatus, equipment or
fixtures hereafter placed in the premises by the Mortgagee or its
successors or assigns shall be considered as constituting part of
the real estate.

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for the purpose of creating hereby a security interest in such property, which is hereby granted to Mortgagee as secured party, further securing the indebtedness and obligation described above.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever; provided, however, that this Mortgage is upon the express condition that if Mortgagor shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Bond and in this Mortgage or in any other instrument or document securing the Note or in any agreement applicable thereto expressed to be kept, performed and observed by Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect and the maximum amount secured by this Mortgage is expressly limited to \$5,000,000 plus accrued fees and expenses.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed except as provided in the Loan Agreement in cases where the Mortgagor determines that rebuilding, repairing or restoring is not practicable or desirable; (b) keep said premises in good condition and repair, without waste, and free from charges, encumbrances, mechanic's or other liens or claims for lien except Permitted Encumbrances, as defined in the Loan Agreement; (c) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) without prior written consent of the Mortgagee not make any alteration in said premises except as required by law or municipal ordinance; and (g) promptly notify Mortgagee of any damage or destruction to the premises, of any pending or threatened proceeding for the taking (by eminent domain or otherwise) of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. The Mortgagor may, at its expense and in its own name and behalf in good faith contest any such taxes, assessments and other charges

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for the purpose of creating hereby a security interest in such property which is hereby granted to Mortgagee as security for the further securing the indebtedness and obligation described above.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, provided, however, that this mortgage is subject to the express condition that Mortgagee shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Bond and in this Mortgage or in any other instrument or document securing the Note or in any agreement applicable thereto entered into by the mortgagor and observed by Mortgagee, then this Mortgage and the estate and interest hereby granted shall cease, terminate and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagee, subject to retain in full force and effect and the maximum amount secured by this Mortgage is expressly limited to \$5,000,000 plus accrued fees and expenses.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed except as provided in the Loan Agreement in cases where the Mortgagee determines that rebuilding, repairing or restoring is not practicable or desirable, but keep said premises in good condition and repair without waste, and free from encumbrances, mortgages or other liens or claims for lien except permitted encumbrances, as defined in the Loan Agreement, if any when due and indefeasible which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Mortgagee (if complete within a reasonable time any building or buildings now or at any time in existence or existing upon said premises) (a) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (b) without prior written consent of the Mortgagee, not make any alteration in said premises except as required by law or municipal ordinance, and not grant any portion of the premises or damage or destruction to the premises, or any building or structure thereon proceeding for the taking (by eminent domain or otherwise) of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or the use for its intended purpose.

Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. The mortgagor shall at its expense and in its own name and behalf

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and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided during such period enforcement of any such contested item shall be effectively stayed and provided further that the Mortgagor shall have delivered to the Assignee an irrevocable letter of credit in form acceptable to the Assignee in an amount equal to not less than 125% of the contested amount from time to time conditioned upon payment of all contested amounts, and interest and penalties thereon.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by such hazards and contingencies and in such amounts and under such terms as are required by Section 5.3 of the Loan Agreement of even date herewith. In no event shall any such policy of insurance be so written that the proceeds thereof will produce less than the minimum coverage required by reason of co-insurance or otherwise. All such policies shall contain standard mortgage clauses providing that all losses thereunder, if the claim for loss exceeds \$5,000, shall be paid to Mortgagee. The Mortgagor shall cause certificates of such insurance or copies of such insurance policies to be delivered to Mortgagee and, in the case of insurance about to expire or be terminated, shall deliver evidence of renewal to Mortgagee not less than 30 days prior to the respective dates of expiration or termination. Mortgagee shall apply any insurance proceeds at any time coming into its hands in accordance with Section 5.4 of the Loan Agreement, provided that if it shall apply same to the reduction of the indebtedness hereby secured, Mortgagor shall be relieved of any duty to restore the damage in respect of which such insurance proceeds were obtained. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its true and lawful attorney in fact to endorse the name of the Mortgagor on any commercial paper evidencing any insurance proceeds.

4. In case Mortgagor shall fail to perform any covenants herein contained, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with a penalty in the amount of five percent (5%) of the payment made. Mortgagee shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 4. Inaction of Mortgagee shall never be considered as a waiver of any right

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and, in the event of any such content, may permit the lender to...
assessments on other matters as requested to remain unpaid during
the period of such content and any appeal therefrom provided
during such period enforcement of any such content shall
be automatically stayed and provided further that the Mortgagee
shall have delivered to the assignee an irrevocable letter of
credit in form acceptable to the assignee in an amount equal to
not less than 125% of the amount of the amount from time to time
conditioned upon payment of all indebtedness, and interest
and penalties thereon.

3. Mortgagee shall keep all buildings and
improvements now or hereafter situated on said premises insured
against loss or damage by such perils and contingencies and in
such amounts and upon such terms as are required in section 2.1
of the Loan Agreement of over and above herewith. In no event shall
any such policy of insurance be so written that the proceeds
thereof will be payable to the lender. All such policies shall
contain standard mortgage clauses providing that all losses
thereunder, in the event of loss, shall be paid
to Mortgagee. The Mortgagee shall cause certificates of such
insurance or copies of such insurance policies to be delivered to
Mortgagee and, in the case of insurance about to expire or be
terminated, shall deliver written notice of renewal to Mortgagee not
less than 30 days prior to the respective date of expiration or
termination. Mortgagee shall apply any insurance proceeds at the
time coming into its hands in accordance with section 2.1 of the
Loan Agreement, provided that it shall apply same to the
reduction of the indebtedness hereby secured. Mortgagee shall be
relieved of any duty to restore the damage in respect of which
such insurance proceeds were obtained. Mortgagee hereby
irrevocably constitutes and assigns Mortgagee as its true and
lawful agent in fact to endorse the name of the Mortgagee on
any commercial paper evidencing any insurance proceeds.

4. In case Mortgagee shall fail to perform any
covenants herein contained, Mortgagee may, but need not, make any
payment or perform any act herein required of Mortgagee in any
form and manner deemed expedient, and may, but need not, make
full or partial payments of principal or interest on prior
encumbrances, if any, and charges, discharges, compromises or
release any tax lien or other lien or claim
thereof, or redeem from any tax sale or foreclosure affecting said
premises or content any tax assessment. All money paid for any
of the purpose herein authorized and all reasonable expenses
paid or incurred in connection therewith, including reasonable
attorney's fees, and any other money advanced by Mortgagee to
protect the mortgaged premises and the lien hereof shall be so
much additional indebtedness secured hereby and shall become
immediately due and payable without notice and with a penalty on
the amount of five percent (5%) of the payment made. Mortgagee
shall be subrogated to all rights, claims and liens of any party
whose debt is discharged pursuant to this section 4. In section of

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accruing to it on account of any default hereunder on the part of Mortgagor. Mortgagee in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note. At the option of Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note, or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment of principal or interest on the Note, or in making payment of any other sum due hereunder, or (b) in case an Event of Default (as defined in the Agreement) occurs under the Agreement, or (c) in case the Mortgagor shall, without the prior written consent of Mortgagee, sell, assign or transfer the real estate subject hereto, or any portion thereof or interest therein, or contract or agree so to do, or (d) when default shall occur and continue for 30 days in the performance or observance of any other agreement of the Mortgagor herein contained, or (e) Mortgagor abandons the premises, or (f) Mortgagor or Joseph J. Buttitta, Jack J. Buttitta, Sr., Dominic Buttitta and Jack J. Buttitta, Jr. (the "Beneficiary") shall become bankrupt, insolvent, or any proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings, or proceedings under any bankruptcy, insolvency or similar law shall be instituted or commenced by or against any such entity, or (g) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof, provided that such proceedings shall not be a default hereunder if they are being contested in good faith and funds sufficient to satisfy such lien, charge or encumbrance shall have been placed in escrow or other reasonable surety given to the Assignee and such proceedings shall not have proceeded to foreclosure or other sale of the premises.

6. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true

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According to it on account of any default hereunder on the part of Mortgagor. Mortgagor in making any payment hereby authorized may do so according to any bill, statement or estimate furnished from the appropriate public office or officer in the name of the State or discharged without inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, execution or title or claim thereon.

Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the notes. At the option of Mortgagor and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note, or in this Mortgage to the contrary, become due and payable, as in the case of default in making payment of any installment of principal or interest on the Note, or in making payment of any other sum and balance, or in a case as aforesaid, if the amount due is not paid in the Agreement occurs under the Agreement or if in case the Mortgagor shall, without the prior written consent of Mortgagor, sell, assign or transfer the real estate subject hereof, or any portion thereof, or interest therein, or compound or agree as to do, or (b) when default shall occur and continue for 30 days in the performance or observance of any other agreement of the Mortgagor hereunder, or (c) Mortgagor abandons the premises, or (d) Mortgagor or Joseph J. Burdette, Jack J. Burdette, Sr., George Burdette and Jack J. Burdette, Jr. (the "Burdettes") shall become bankrupt, insolvent, or any proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings, or any change under any bankruptcy, insolvency or arrangement shall be instituted or commenced by or against any such entity, or if proceedings shall be commenced or foreclosed on either of the premises named herein, or if any such proceedings shall not be a default hereunder if they are being conducted in good faith and made sufficient to satisfy such lien, charge or encumbrance shall have been placed in escrow or other readily accessible place to the Burdettes and such proceedings shall not have proceeded to foreclosure or other sale of the premises.

When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagor shall have the right to foreclose this lien hereof. In any suit to foreclose this lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, Mortgagor's local appraisal, a local survey for boundary and expert witnesses, engineering, charges, publication costs and costs (which may be assessed as to each or as a whole) after entry of the decree of foreclosure of this lien hereof, and similar data and expenses with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to witness to bid thereat any sale which may be had pursuant to such decree the time

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condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and become immediately due and payable, with a penalty in the amount of five percent (5%) of the payment made, when paid or incurred by Mortgagee in connection with (a) any proceeding, including bankruptcy proceedings, to which the Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced.

7. 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 incurred by the Mortgagee and the holder of the Bond incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof (the rights of the Mortgagee to recover the payment of such costs and expenses shall survive such foreclosure proceedings in the event that all such costs and expenses have not been satisfied in such foreclosure proceedings); second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its legal representatives or assigns, to be distributed in accordance with the Loan Agreement to the parties thereto, as their rights may appear.

8. Upon, or at any time after, the filing of a suit to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of said premises without requiring any bond from the claimant in any such suit. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee or assignee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the next income in his hands in payment in whole or in part of: (1) the costs and expenses of the receiver and of both the Mortgagee and any successor mortgagee under paragraph 6 above,

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the right of the Mortgagee to the payment of its actual costs and expenses, if any, shall survive the assignment hereof; (2) the indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (3) the deficiency in case of a sale and deficiency.

9. As further security for the indebtedness hereby secured, Mortgagor hereby assigns to Mortgagee in accordance with Section 5.5 of the Loan Agreement, any and all awards at any time made for the taking (whether permanent or temporary) by condemnation, eminent domain or otherwise of all or any part of the premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) to collect, receive, receipt for, compromise and adjust such awards and to endorse the name of Mortgagor on any commercial paper given in payment thereof. Unless Mortgagee shall otherwise agree, the proceeds of all such awards shall be applied as provided in the Loan Agreement.

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

11. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor acknowledges and agrees that the land covered by this Mortgage at the time of execution hereof is not improved with a dwelling for not more than four families and that the proceeds of the loan secured hereby have not been, are not being and will not be used, in whole or in part, to finance the construction of a dwelling for not more than four families and that the land covered by this Mortgage is not used or intended to be used for agricultural purposes. Mortgagor warrants it has been authorized or empowered by the trust instrument or by a person having a power of direction over Mortgagor to, and Mortgagor does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of Mortgagor, the trust estate, all persons beneficially interested therein, and each and every person (except decree or judgment creditors of Mortgagor in its

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the right of the Mortgagee to the payment of the amount of the loan... expenses, if any, shall survive the assignment hereof... the right of the Mortgagee to the payment of the amount of the loan... expenses, if any, shall survive the assignment hereof... the right of the Mortgagee to the payment of the amount of the loan... expenses, if any, shall survive the assignment hereof...

10. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... 11. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 12. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

13. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 14. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

15. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 16. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

17. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 18. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

19. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 20. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

21. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 22. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

23. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 24. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

25. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws... 26. Mortgagee shall not apply for or avail itself of any application, extension, stay, extension, or exemption laws...

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representative capacity and of the trust estate) acquiring any interest in or title to the premises subsequent to the date hereof. Mortgagor hereby waives any and all rights of redemption from sale to which it may be entitled under the laws of the State of Illinois on behalf of Mortgagor and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date hereof and on behalf of all other persons to the extent permitted by law.

In the event of Chapter Eleven bankruptcy or other reorganization, the Mortgagor waives any right of debtor in possession, and consents and agrees that the Assignee shall be debtor in possession, provided however that the Assignee shall not be appointed debtor in possession so long as no payment default shall have occurred under the Note.

13. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons, jointly and severally.

14. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have all the remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation thereto the right to take possession of the tangible personal property, machinery and equipment which is security for the indebtedness hereunder and for that purpose the Mortgagee may, insofar as the Mortgagor can give authority therefor, enter upon any premises on which said tangible personal property or any part thereof may be situated and remove the same therefrom. Unless said tangible personal property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market Mortgagee will give Mortgagor at least 10 days prior written notice of the time and place of any public sale thereof or of a time after which a private sale or other intended disposition thereof is to be made.

15. The Mortgagor shall not, without the prior written consent of the Assignee sell, transfer, convey, encumber, or assign the title to all or any portion of the premises or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, and shall not contract to do any of the foregoing (any such sale, transfer, conveyance, encumbrance, assignment or agreement to do any of the foregoing being herein referred to as an "Ownership Transfer"). The Mortgagor acknowledges and agrees that ownership of the beneficial interest in the trust of which the Mortgagor is trustee by, and the power of direction thereunder being vested in the present owner of 100% of the beneficial interest in the Mortgagor for as long as the indebtedness secured hereby remains unpaid has been a material consideration to Assignee in extending the credit to Mortgagor evidenced by the Note. Accordingly, Mortgagor and by directing Mortgagor to execute this Mortgage the Beneficiary agrees that the Beneficiary shall not, without the prior written consent of

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Assignee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, and shall not contract to do any of the foregoing, (any such change, transfer, assignment or agreement to do so also being herein referred to as an "Ownership Transfer"), provided, however, that Assignee's rights and remedy in the event of any default hereunder resulting from any such Ownership Transfer to which Assignee has not so consented in accordance with the terms hereof, shall be to declare the indebtedness evidenced hereby to be immediately due and payable, as specified in Section 7.2 of the Agreement, and in the absence of payment upon such acceleration to pursue such other remedies as are specified in Section 7.3 of the Agreement and paragraph 6 hereof. The Mortgagor shall give the Assignee prior written notice of any proposed Ownership Transfer which requires the Assignee's consent, as aforesaid, and shall furnish to the Assignee such information concerning the proposed transaction and proposed transferee as the Assignee may reasonably request. Without in any way limiting the Assignee's right to withhold its consent to any proposed Ownership Transfer, the Mortgagor agrees (i) that the Assignee may require in connection with, and as a condition precedent, to granting its consent to any such proposed Ownership Transfer that the rate of interest on the unpaid balance of the indebtedness secured hereby be increased to a rate not exceeding the Assignee's then current market rate, as specified by the Assignee, and that transfer fee be paid in an amount specified by the Assignee, and (ii) that in addition to any other reasons the Assignee may have for withholding consent, such consent may be withheld if the Assignee, in its sole discretion and judgment, decides on the basis of the general reputation, experience, and financial condition of the proposed transferee, or new beneficial owner if said proposed transfer is to a trustee (regardless of whether or not said transferee or beneficial owner will assume any personal liability) that it would not in the first instance make a loan to said proposed transferee or, if a trustee, on behalf of its proposed beneficial owner. The Mortgagor further agrees that any such Ownership Transfer, if approved by the Assignee, shall be at no cost to the Assignee and that the Mortgagor shall pay all costs incurred by the Assignee in connection with such Ownership Transfer, including, but not limited to, Assignee's attorneys' fees. Any consent by Assignee to one Ownership Transfer shall not be deemed a consent to any other.

If any provisions of this Mortgage shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other

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provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Mortgage contained, shall not affect the remaining portions of this Mortgage, or any part thereof.

All rights and privileges of Mortgagee hereunder shall vest in Assignee and all notices, consents or other approvals required to be given to or received by Mortgagee shall instead be given to or obtained from the Assignee.

This Mortgage is signed by Parkway Bank & Trust, not personally, but solely as Trustee under a Trust Agreement dated June 1, 1985 and known as Trust Number 7259. Said Trust Agreement is hereby made a part hereof and any claims against said Trust which may result from the signing of this Mortgage shall be payable only out of any trust property which may be held thereunder and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement as for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust is hereby expressly waived by the parties hereto and their respective successors and assigns.

Witnesseth the signature of Mortgagor as of the day and year first above written but actually entered into this 13th day of December, 1985.

PARKWAY BANK & TRUST,
not personally, but solely as
Trustee under a Trust Agreement
dated June 1, 1985 and known
as Trust Number 7259

By

D. J. Schreiber
Its

St. Vice President

(SEAL)

Attest:

By

Francis J. Pappas
Its

ASST. VICE PRESIDENT ASST. TRUST OFFICER

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provision of provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof.

All rights and privileges of Mortgagee hereunder shall vest in assignee and all notices, comments or other approvals required to be given to or obtained from the assignee.

This Mortgage is signed by Parkway Bank a Trust, not personally, but solely as Trustee under a Trust Agreement dated June 1, 1985 and known as Trust Agreement 7229. Said Trust Agreement is hereby made a part hereof and any claims against said Trust which may result from the signing of this Mortgage shall be payable only out of any trust property which may be held thereunder and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement as for the validity of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank a Trust is hereby expressly waived by the parties hereto and their respective successors and assigns.

Witnesseth the signers of Mortgage as of the day and year first above written but actually entered into this 1st day of December, 1985.

PARKWAY BANK A TRUST
not personally, but solely as
Trustee under a Trust Agreement
dated June 1, 1985 and known
as Trust Agreement 7229

[Signature]

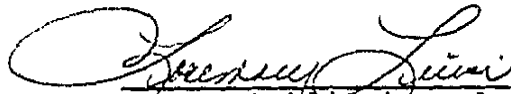
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of December, 1985, by L.H. Sabrecker and John G. Ferraguti, who are respectively Sr. V.P. and A.V.P. of Parkway Bank & Trust, an Illinois corporation, on behalf of the corporation.

GIVEN, under my hand and notarial seal this 13th day of December, 1985.



Notary Public in and for Cook
County, Illinois

(SEAL)

My Commission expires:

My Commission Expires Apr. 4, 1987

Property of Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 18, 1881
REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
ON DECEMBER 15, 1880
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS



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EXHIBIT A

Legal Description

THAT PART OF THE WEST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 25,
TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE
WEST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SAID SECTION 25 WITH A LINE DRAWN
82.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID
QUARTER SECTION; THENCE NORTH 0 DEGREES 51 MINUTES 10 SECONDS
EAST, ALONG THE SAID WEST LINE, 210.50 FEET; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS EAST, 1307.65 FEET TO A POINT ON
THE EAST LINE OF SAID WEST $\frac{1}{4}$; THENCE SOUTH 0 DEGREES 56 MINUTES
39 SECONDS WEST, AT THE SAID EAST LINE, 210.50 FEET; THENCE SOUTH
90 DEGREES 00 MINUTES 00 SECONDS WEST, 1307.32 FEET TO THE POINT
OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

2006-25-200-002
1/6 00 Barrington Road

of Cook County Clerk's Office

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EXHIBIT A

Local Description

THAT PART OF THE WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 28,
TOWNSHIP 41 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE
WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 28 WITH A LINE BEARING
S 75° 50' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID
QUARTER SECTION; THENCE NORTH 6° 00' WEST 100 FEET; THENCE NORTH 60°
WEST, ALONG THE SAID WEST LINE, 1307.50 FEET TO A POINT ON
THE EAST LINE OF SAID WEST 1/4 THENCE SOUTH 0° 00' WEST 50 FEET;
THENCE WEST, AT THE SAID EAST LINE, 210.00 FEET; THENCE SOUTH
60° 00' WEST 100 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COOK COUNTY CLERK'S OFFICE

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