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MORTGAGE AND SECURITY AGREEMENT

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70-17-560
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THIS MORTGAGE AND SECURITY AGREEMENT, made as of December 1, 1985, between OAKTON PARTNERS, an Illinois Partnership, having an address at 125 East Oakton Street, Des Plaines, Illinois 60018 (the "Mortgagor") and CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, a municipality and home rule unit of the State of Illinois, having its principal office at 1420 Miner, Des Plaines, Illinois 60016 (the "Mortgagee").

WITNESSETH:

THAT WHEREAS, this Mortgage is made in consideration of the principal sum of Three Million Nine Hundred Ten Thousand Dollars (\$3,910,000) loaned to the Mortgagor by the Mortgagee out of the proceeds derived from the sale of its Floating/Fixed Rate Industrial Development Revenue Bonds (Oakton Partners Project) dated the date of the issuance thereof (the "Bonds"); and

WHEREAS, the Mortgagor will utilize such funds in regard to the commercial property located at 125 East Oakton, in the City of Des Plaines, Cook County, Illinois as more fully described on Exhibit A of the hereinafter defined Loan Agreement and as legally described on Schedule I hereof (the "Project") which will be leased by the Mortgagor to various tenants for the use of the commercial retail space comprising the Project pursuant to certain Lease Agreements (collectively the "Lease"); and

WHEREAS, such loan is made pursuant to a Loan Agreement dated as of December 1, 1985 between the Mortgagee and the Mortgagor (the "Loan Agreement"), and to evidence its obligation to repay the \$3,910,000 loan used to defray the costs of the Project, the Mortgagor shall deliver its promissory note payable to the Mortgagee (the "Note"), in the principal amount of \$3,910,000 which Note, together with the Mortgagee's rights in and to the Loan Agreement, the Assignment of Leases and

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This Instrument Prepared by, and When Recorded Return By Mail to:

BOX 333 - HV

Alan R. Blank
Popkin, Stern, Heifetz, Lurie, Sheehan, Reby & Chervitz
7733 Forsyth Boulevard, 22nd Floor
St. Louis, Missouri 63105

(L-1)
P.I.N. 09-30-100-015
P.I.N. 09-30-100-016
(L-2)
125 E. OAKTON
DES PLAINES, ILL.

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MEMORANDUM FOR THE BOARD OF SUPERVISORS

RE: THE PROPOSED DEVELOPMENT OF THE [illegible] TRACT, [illegible] TOWNSHIP, COOK COUNTY, ILLINOIS.

THE BOARD OF SUPERVISORS HAS REVIEWED THE [illegible] AND HAS CONCLUDED THAT THE [illegible] IS IN ACCORDANCE WITH THE [illegible] AND THE [illegible] OF THE [illegible] OF COOK COUNTY, ILLINOIS.

IT IS THE POLICY OF THE BOARD OF SUPERVISORS TO SUPPORT THE [illegible] OF THE [illegible] OF COOK COUNTY, ILLINOIS, AND TO ENCOURAGE THE [illegible] OF THE [illegible] OF COOK COUNTY, ILLINOIS.

THE BOARD OF SUPERVISORS HAS REVIEWED THE [illegible] AND HAS CONCLUDED THAT THE [illegible] IS IN ACCORDANCE WITH THE [illegible] AND THE [illegible] OF THE [illegible] OF COOK COUNTY, ILLINOIS.

THIS RESOLUTION PASSED BY THE BOARD OF SUPERVISORS ON [illegible] AND IS HEREBY RECORDED BY [illegible]

COOK COUNTY

CLERK OF COOK COUNTY, ILLINOIS
1137 FOREVER YOUNG BUILDING, CHICAGO, ILLINOIS 60604
TELEPHONE: 312-744-2000

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Rents dated as of December 1, 1985 from the Mortgagor to the Mortgagee (the "Assignment of Leases") and this Mortgage will be assigned by the Mortgagee to LaSalle National Bank, as Trustee (the "Trustee") under a Trust Indenture dated as of December 1, 1985 (the "Indenture") between the Mortgagee and the Trustee; and

WHEREAS, the Note shall bear interest, shall mature in the amounts and on the dates and shall otherwise be in the form set forth in the form of Note annexed to the Loan Agreement as Exhibit B; and

WHEREAS, to enhance the marketability of the Bonds, the Mortgagor shall, among other things, execute and deliver this instrument for the purpose of securing the Note, and this instrument, the Loan Agreement and the Note shall be assigned to the Trustee as security for the Bonds;

NOW, THEREFORE, the Mortgagor to secure the payment of the principal of and interest on the Note in accordance with the terms and provisions thereof, and the payment of any other sums therein provided for, and the observance and performance of the covenants and agreements contained herein or in the Note, the Bond, the Indenture or in any other instrument or document securing the Note or the Bonds or in the Loan Agreement (including without limitation, the obligation of the Mortgagor under Section 6.3 of the Loan Agreement) and the other indebtedness which this Mortgage by its terms secures, and also in consideration of the sum of Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, mortgage, assign and pledge unto the Mortgagee, its successors and assigns under the Indenture (and does hereby grant a security interest to the Mortgagee and its successors and assigns under the Indenture in) all and singular the properties, rights, interest and privileges described in Granting Clauses I, II and III below, all of same being collectively referred to herein as the "Mortgaged Property":

GRANTING CLAUSE I

That certain real estate (the "Real Estate") lying in the City of Des Plaines, County of Cook and State of Illinois, more particularly described in Schedule I attached hereto and made a part hereof; subject, however, to Permitted Encumbrances (as hereinafter defined).

GRANTING CLAUSE II

All buildings and improvements of every kind and description (collectively referred to herein as the "Buildings") now or hereafter erected or placed on the property

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described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon the delivery thereon to the Real Estate, and all fixtures of every kind and nature whatsoever now or hereafter owned by Mortgagor and attached to the Real Estate or Buildings, including, but not limited to, all radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and ether heating, cooking, power and lighting apparatus and fixtures, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and all appurtenances thereto; and all renewals or replacements of any of the foregoing or articles in substitution therefor; subject, however, to Permitted Encumbrances. The address of Mortgagor (lender) and the Mortgagee (secured party) appear at the beginning of this Mortgage.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, franchises and appurtenances belonging or in any wise appertaining to the Real Estate and the Buildings and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale) together with the right, but not the obligation, to collect, receive and receipt for all such rents and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable, provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition thereof, but as a personal covenant available only to Mortgagor, that until an event of default shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such rents.

TO HAVE AND TO HOLD the Mortgaged Property and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, assigned, pledged and in which a security

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interest is granted, or intended to be granted to 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 Note, or in this Mortgage or in any other instrument or document securing the Note or in the Loan Agreement expressed to be kept, performed and observed by Mortgagor, and if the principal of and interest on the Bonds shall have been paid in full or provision made for such payment pursuant to the Indenture, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee at no expense of Mortgagee.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. In addition to the words and terms elsewhere defined in this Mortgage, the following words and terms as used in this Mortgage shall have the following meanings, unless the context or use indicates another or different meaning or intent:

"Additions or Alterations" means improvements, replacement, alterations, additions, enlargements or expansions in, on or to the Buildings.

"Advance Rate" shall have the meaning provided therefor in the Loan Agreement.

"Authorized Borrower Representative" shall have the meaning provided therefor in the Loan Agreement.

"Buildings" shall have the meaning provided therefor in Granting Clause II hereof.

"Credit Facility Issuer" shall have the meaning provided therefor in the Loan Agreement.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and not regularly employed on a substantial basis by the Mortgagee or Mortgagor and who is acceptable to the Trustee.

"Independent Engineer" means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of Illinois and who or which is not a full time employee of either the Mortgagee or the Mortgagor and who or which is acceptable to the Trustee.

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"Lease" means collectively, the Lease Agreements between the Mortgagor, as Landlord, and certain Tenants for the leasing of the commercial, office and warehouse space comprising the Project.

"Net Proceeds," when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" shall have the meaning set forth in Schedule II attached hereto.

"Project" shall have the meaning provided in the Recitals hereto.

"Real Estate" shall have the meaning provided therefor in Granting Clause I hereof.

2. Mortgagor agrees that during the term of this Mortgage it will at its own expense (i) keep the Project in safe condition, (ii) keep the Buildings and all other improvements forming part of the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof and (iii) keep the Project free from all charges, liens and encumbrances not expressly subordinated to the lien hereof except Permitted Encumbrances. Mortgagor may, also at its own expense, make from time to time any Additions or Alterations to the Buildings it may deem desirable for its business purposes that do not adversely affect the structural integrity of the Buildings or substantially reduce their value; provided that all such Additions or Alterations to the Buildings shall be located wholly within the boundary lines of the Real Estate and provided further that if the cost of such Additions or Alterations shall exceed \$50,000 the Credit Facility Issuer shall have consented thereto in writing, which consent shall not unreasonably be withheld. All such Additions or Alterations so made by the Mortgagor shall become a part of the Mortgaged Property and shall be subject to the lien of this Mortgage. The Mortgagor will not permit any mechanics' lien, security interest or other encumbrance to remain against the Project for labor or materials furnished in connection with any Additions or Alterations so made by it unless payment for such labor or materials is not yet due and payable under the contract in question; provided, however, that the Mortgagor may in good faith contest any mechanics' or other lien filed or established against the Buildings, and in such event may permit the item so contested

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to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that nonpayment of any such item will not materially endanger the lien of this Mortgage as to any material part of the Project or the revenues therefrom, and that neither the Project nor any material part thereof will be subject to loss or forfeiture as a result of the nonpayment of any such item during such period, and prior to the commencement of any such contest the Mortgagor shall deposit with the Trustee an amount of cash or letter of credit acceptable to the Trustee sufficient to pay the contested amount. The Mortgagee will, at the expense of the Mortgagor, cooperate fully with the Mortgagor in any such contest.

No work in connection with repairs or construction of the Project shall be undertaken until all municipal and other governmental permits and authorizations have been procured.

3. Mortgagor will promptly pay as the same become due and certify annually to the Trustee upon request received from the Trustee that such payment has been made, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any interest therein or any equipment or other property installed or brought by the Mortgagor therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the revenues, income or profits of the Mortgagee from the Project which, if not paid, will become a lien on the Project prior to or on a parity with the lien of this Mortgage or a charge on the revenues and receipts therefrom prior to or on a parity with the charge thereon and the pledge or assignment thereof to be created and made in the Indenture, and including all ad valorem taxes lawfully assessed upon the Real Estate), all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project or on the Real Estate; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Mortgagor shall be obligated to pay only such installments as are required to be paid during the term of this Mortgage as they become due.

Mortgagor may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges 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

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contested item shall be effectively stayed and further provided that nonpayment of any such item will not materially endanger the lien or security interest afforded by this Mortgage as to any material part of the Project or the revenues or receipts therefrom and that neither the Project nor any material part thereof will be subject to loss or forfeiture as a result of the nonpayment of any such item during such period, and prior to the commencement of any such contest Mortgagor shall deposit with the Trustee an amount of cash in an amount equal to one and one-half times the value of the amount so contested or other security in an amount equal to one and one-half times the amount so contested and approved by the Trustee. In the event that Mortgagor shall fail to pay any of the foregoing items required by this Section to be paid by Mortgagor, the Mortgagee, the Trustee or the Credit Facility Issuer may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Mortgagee, the Trustee or the Credit Facility Issuer shall become an additional obligation of Mortgagor to the one making the advancement, which amounts, together with interest thereon at the Advance Rate (or, as to the Credit Facility Issuer, at the rate set forth in the Reimbursement Agreement) from the date of such advance, Mortgagor agrees to pay.

In order to assure the payments of taxes and premiums payable with respect to all insurance policies as and when the same shall become due and payable.

(a) Unless so deposited with the Credit Facility Issuer, the Mortgagor shall deposit with the Trustee on the first business day of each and every month, an amount equal to one-twelfth (1/12) of the taxes and premiums to become due upon the Project between one (1) and thirteen (13) months after the date of such deposit; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to taxes and premiums to become due and payable within thirteen (13) months after such first deposit, will provide (without interest) a sufficient fund to pay such taxes and premiums, one month prior to the date when they are due and payable. The amounts of such deposits shall be based upon the Trustee's reasonable estimate as to the amounts of taxes and premiums. The Mortgagor shall promptly upon the demand of the Trustee make additional tax and insurance deposits as the Trustee may from time to time require due to underestimation of the amounts of the taxes and premiums.

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(b) In lieu of the deposit provided in the previous paragraph, the Mortgagor may provide a pledged account to the Trustee in the amount of 125% of the estimated taxes and premiums.

(c) The Trustee will, out of the tax and insurance deposits or the pledged account, upon the presentation to the Trustee by the Mortgagor of the bills therefor, pay the taxes and premiums or will, upon the presentation of receipted bills therefor, reimburse the Mortgagor for such payments made by the Mortgagor. If the total tax and insurance deposits or pledged account on hand shall not be sufficient to pay all of the taxes and premiums when the same shall become due, then the Mortgagor shall pay to the Trustee on demand the amount necessary to make up the deficiency.

4. The Mortgagor shall at all times keep or cause the Project to be continuously insured against such risks and in such amounts, with such deductible provisions, as are customary, in connection with the operation of facilities of the type and size comparable to the Project. Subject to the provisions of Section 3 hereof, Mortgagor shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for, at least the following insurance with respect to the Project and the Mortgagor (unless the requirement therefor shall be waived by the Credit Facility Issuer in writing).

(a) Direct damage "all risks" casualty insurance covering without limitation loss, including, but not limited to, the following:

- (1) Fire,
- (2) Extended Coverage Perils,
- (3) Vandalism and Malicious Mischief, and
- (4) Boiler and Explosion (but only if steam boilers are present),

on a replacement cost basis in an amount equal to 100% of the full insurable value thereof. "Full insurable value" shall include the actual replacement cost of the Project, including engineering, legal and administrative fees without deduction or depreciation. Coverage on any portion of the Project during construction thereof shall be maintained on a completed value basis during the course of construction.

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- (1) [illegible]
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The following information is provided for your information and is not intended to constitute an offer of insurance. The information is provided for your information and is not intended to constitute an offer of insurance.

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(b) General liability insurance against liability for (i) claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Project or any part thereof, in amounts not less than \$1,000,000 for death of, or bodily injury to, any one person and not less than \$3,000,000 for all personal injuries and deaths resulting from any one accident, and \$2,000,000 for property damage in any one accident, with an endorsement for contractual liability insurance covering the Mortgagor's indemnity obligations to the Issuer, and (ii) liability with respect to the Project under the workers' compensation laws of the State of Illinois to the extent required by law.

(c) Builder's risk insurance in form and substance satisfactory to the Credit Facility Issuer.

Copies or certificates of the insurance policies required by this Section shall be delivered by the Mortgagor to the Trustee, and, in the case of policies expiring throughout the term of this Mortgage, copies or certificates of any new or renewal policies shall be delivered by the Mortgagor to the Trustee.

Policies of insurance provided for in this Section shall name the Mortgagee, the Credit Facility Issuer, the Trustee and the Mortgagor as insureds as their respective interests may appear; provided, however, that the Trustee and the Credit Facility Issuer shall also be named as a party insured pursuant to a standard mortgagee clause as their respective interests may appear and provided further that while the Bonds remain outstanding all casualty insurance proceeds shall be payable as provided in Section 6 hereof.

All insurance required by this Section shall be effected with generally recognized responsible insurance companies authorized to do business in Illinois selected by the Mortgagor and may be by blanket insurance policy or policies. Mortgagor shall cause appropriate provisions to be inserted in each insurance policy providing that such policy cannot be terminated or modified, without at least thirty (30) days' prior written notice to the Mortgagee, Mortgagor, Credit Facility Issuer and Trustee. No claim shall be made and no suit or action at law or in equity shall be brought by the Mortgagee or by anyone claiming by, through or under the Mortgagee, against

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Mortgagor for any damage to the Project covered by the insurance provided for by this Section 4, however caused, but nothing in this subsection shall diminish Mortgagor's obligation to repair or rebuild to the extent provided in Section 6. The Mortgagor shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith, provided that so long as the Bond remains outstanding and unpaid no settlement of claim in excess of \$50,000 shall be effected without the written consent of the Trustee and the Credit Facility Issuer, which consent shall not be unreasonably withheld.

5. The Net Proceeds of the insurance carried pursuant to the provisions of Sections 4(a) and 4(c) hereof shall be received by the Mortgagor (or the Trustee in accordance with Section 6 hereof) and the Net Proceeds of insurance carried pursuant to the provisions of Section 4(b) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

6. As long as no Event of Default, as set forth in Section 9 hereof, exists, unless the Mortgagor shall have then or theretofore exercised its option to prepay the Note in whole pursuant to the terms of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to the terms of the Loan Agreement, if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Sections 4(a) and 4(c) hereof resulting from such destruction or damage is not greater than \$25,000, the Mortgagor (i) will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction; with such changes, alterations and modifications (including the substitution and addition of other property which shall become subject to the lien of this Mortgage) as may be desired by the Mortgagor and as will not impair the value or the character of the Project as a commercial building and (ii) will apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from such claims for losses, as well as any additional moneys of the Mortgagor necessary therefor. All Net Proceeds of insurance resulting from such claims for losses not in excess of \$25,000 shall be paid to the Mortgagor.

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As long as no Event of Default, as set forth in Section 9 hereof, exists, unless the Mortgagor shall have then or theretofore exercised its option to prepay the Note in whole pursuant to the terms of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to the terms of the Loan Agreement, if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss under the insurance required to be carried pursuant to Section 4(a) and Section 4(c) hereof resulting from such destruction or damage is in excess of \$25,000, the Mortgagor shall promptly give written notice thereof to the Trustee and the Credit Facility Issuer. All Net Proceeds of insurance resulting from such claims (for losses in excess of \$25,000) shall be paid to and held by the Trustee in a separate trust account, whereupon (i) the Mortgagor will pay in advance of commencement of any work into such trust account moneys sufficient together with such Net Proceeds of insurance to pay the cost of repair, rebuilding or restoration of the Project and will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Mortgagor and as will not impair the value or the character of the Project as a commercial building and (ii) at the Mortgagor's written direction, the Trustee will apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding or restoration, on completion thereof, as the work progresses or as a necessary deposit therefor, provided however that the Trustee shall not be required to apply any such Net Proceeds for such repair, rebuilding or restoration so long as any default or event of default shall have occurred and be continuing under the Loan Agreement or under the Indenture and may, and upon the written direction of the Credit Facility Issuer shall, deposit such Net Proceeds into the Bond Fund to prepay the Bonds on the next succeeding prepayment date for which timely notice may be given. Each such direction of the Mortgagor shall be accompanied by a certificate of an architect or engineer or other qualified person (who shall be selected by the Mortgagor and be satisfactory to the Trustee and to the Credit Facility Issuer) in charge of the rebuilding, repairing or restoring, dated not more than thirty days prior to such direction, setting forth in substance that (a) the sum then directed to be applied has been paid by the Mortgagor to, is justly due to, or is required as a deposit by, contractors, subcontractors, materialmen, engineers, architects or other person who shall have rendered

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The following is a copy of the original document as filed with the Clerk of Cook County, Illinois, on the date indicated below. This copy is provided for your information and is not intended to be used as evidence in any legal proceeding. It is the responsibility of the parties to the matter to verify the accuracy of this copy against the original document on file with the Clerk of Cook County, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Clerk of Cook County, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

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services or furnished materials or improvements for the rebuilding, repairing or restoring therein specified; the names of such persons, a brief description of such services or materials or improvements and the several amounts so paid or due to each of such persons; and a statement that none of the costs of the services or materials or improvements described in such certificate has been or is being made the basis of any previous or then pending direction for payment under this Section and that the sum then directed to be applied does not exceed the value of the services or materials or improvements described in the certificate, and (b) that, except for the amount, if any, stated (pursuant to (a) preceding) in such certificate to be due for services or materials or improvements, there is not outstanding any indebtedness known to the persons signing such certificate which is then due for labor, wages, materials, supplies or services in connection with the repairing, rebuilding, or restoring which, if unpaid might become the basis of vendors', mechanics', laborers' or materialmen's liens (other than those being contested as provided in Section 2 hereof), upon the Project or any part thereof. In the event said Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Mortgagor will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said Net Proceeds or will advance to the Mortgagee and the Trustee the moneys necessary to complete said work, in which case the Mortgagee will proceed so to complete said work.

Any moneys held by the Trustee in the separate trust account under the provisions of the preceding paragraph may, at the written request of the Authorized Borrower Representative, be invested or reinvested by the Trustee in the investments enumerated in Section 3.8 of the Loan Agreement. The Mortgagor shall forthwith pay to the Trustee for deposit into the trust account the amount of any losses on such investments.

Except as herein otherwise provided, any balance of such Net Proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall be paid into the Bond Fund. If the Bonds have been fully paid (or provision for the payment thereof has been made in accordance with the Indenture) all Net Proceeds will be paid to the Mortgagor.

The Mortgagor shall not, by reason of the payment of such excess costs whether by direct payment thereof or advances to the Mortgagee or Trustee therefor, be entitled to any reimbursement from the Mortgagee, the Trustee, the Credit Facility Issuer or the holders or owners of the Bonds or any abatement or diminution of the amounts payable under this Mortgage, the Note or the Loan Agreement.

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7. Unless the Mortgagor shall then or theretofore exercise its option to prepay the Note in whole pursuant to the terms of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to the terms of the Loan Agreement, if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Mortgagor shall be obligated to continue to make the payments under the Loan Agreement, the Note and this Mortgage. The Mortgagee, the Mortgagor and the Trustee will cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings to be paid to and held by the Trustee in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by Mortgagor, provided however that the Trustee shall not be required to apply any such Net Proceeds for the purposes set forth in (a) or (b) below (i) so long as any default or event of default shall have occurred and be continuing under the Loan Agreement or under the Indenture, or (ii) unless the Mortgagor shall have deposited into such trust account moneys sufficient, together with such Net Proceeds, for the restoration or acquisition of other improvements as required by (a) or (b) below:

(a) The restoration of the improvements located on the Real Estate to substantially the same condition as they existed prior to the exercise of the said power of eminent domain, or

(b) The acquisition, by purchase, construction or otherwise, by the Mortgagor of other improvements of equal value and utility suitable for the Mortgagor's operations on or adjacent to the Real Estate (which improvements shall be deemed a part of the Mortgaged Property and subject to the lien of this Mortgage) and available for use and occupancy by the Mortgagor without the payment of any amounts other than as provided in the Loan Agreement, the Note and this Mortgage, provided, that such improvements shall be acquired by the Mortgagor subject to no liens or encumbrances not expressly subordinated to the lien of this Mortgage, other than Permitted Encumbrances. The funds shall be disbursed in the same manner set forth in the second paragraph of Section 6 hereof, or

(c) Deposited in the Bond Fund for the redemption of the Bonds; provided that no part of any such

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7. The Board of Directors shall have the authority to examine the books and records of the corporation and to cause a copy of the same to be made and transmitted to the Board of Directors. The Board of Directors shall also have the authority to cause a copy of the same to be made and transmitted to the Board of Directors. The Board of Directors shall also have the authority to cause a copy of the same to be made and transmitted to the Board of Directors.

8. The Board of Directors shall have the authority to cause a copy of the same to be made and transmitted to the Board of Directors. The Board of Directors shall also have the authority to cause a copy of the same to be made and transmitted to the Board of Directors. The Board of Directors shall also have the authority to cause a copy of the same to be made and transmitted to the Board of Directors.

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condemnation award may be applied for such redemption unless (1) such Net Proceeds are sufficient, together with the other moneys on deposit in the Bond Fund and available therefor, for the redemption, at the earliest date on which the Bonds may thereafter be redeemed, of the outstanding Bonds in accordance with the Indenture, or (2) in the event that less than the entire Bond is to be redeemed, the Mortgagor shall furnish to the Mortgagee, the Credit Facility Issuer and the Trustee a certificate of an Independent Engineer acceptable to the Mortgagee and the Trustee stating (i) that the property forming a part of the Project which was taken by such condemnation proceedings is not essential to the Mortgagor's use or occupancy of the Project, or (ii) that the Buildings have been restored to a condition substantially equivalent as to both value and utility to their condition prior to the taking by such condemnation proceedings or (iii) that improvements have been acquired which are suitable for the Mortgagor's operations at the Project as contemplated by the foregoing subsection (b) of this Section.

Unless the Mortgagor shall have exercised its option to prepay the Note in whole pursuant to the terms of the Loan Agreement, or unless the Mortgagor shall be obligated to prepay the Note pursuant to the terms of the Loan Agreement, within ninety days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Mortgagor shall direct the Mortgagee and the Trustee in writing as to which of the ways specified in this Section the Mortgagor elects to have the condemnation award applied; provided, however, that if within sixty days of receipt of such Net Proceeds, Mortgagor shall not have elected to apply the Net Proceeds pursuant to (a) or (b) above or shall have failed to comply with the requirements thereof, the Net Proceeds shall be applied as set forth in (c) above. Any balance of the Net Proceeds of the award in such eminent domain proceedings shall be paid into the Bond Fund. If the Bonds has been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), all Net Proceeds will be paid to the Credit Facility Issuer to the extent of any outstanding balance owed by the Mortgagor under the Reimbursement Agreement, and then to the Mortgagor.

8. In the event Mortgagor shall fail (i) to keep the Project in safe condition, (ii) to keep the Buildings and all other improvements forming part of the Project in good repair and in good operating condition, and otherwise fulfill the requirements of Section 2(ii) hereof, (iii) to pay or cause to

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be satisfied and discharged any mechanics' or other liens filed or established against the Project (other than Permitted Encumbrances) not expressly subordinated to the lien of this Mortgage as required by Section 2 hereof, (iv) to pay all taxes or their equivalent, assessments or other governmental or utility charges as required by Section 3 hereof or (v) to maintain the insurance required by Section 4 hereof, the Mortgagee, the Credit Facility Issuer or the Trustee may (but shall be under no obligation to) take such action, including the advancement of amounts of money, as may be necessary to cure such failure, and all amounts so advanced therefor by the Mortgagee, the Credit Facility Issuer or the Trustee shall become an additional obligation of Mortgagor to the one making the advance, which amounts, together with interest thereon at a rate of interest equal, as of any time, to the Advance Rate (or, as to the Credit Facility Issuer, at the rate set forth in the Reimbursement Agreement), Mortgagor agrees to pay on demand. Inaction of Mortgagee, the Credit Facility Issuer or the Trustee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of the Mortgagor. The Mortgagee, the Credit Facility Issuer or Trustee, in making any payment here 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.

9. Mortgagor shall pay when due each item of indebtedness herein mentioned, including the principal of, premium and interest on the Note, according to the terms hereof and of the Note. Without notice to Mortgagor, all unpaid indebtedness secured hereby shall, subject to the terms of the Note, the Loan Agreement, the Indenture and this Mortgage, become due and payable upon the occurrence of any one or more of the following events, any one of which shall constitute an Event of Default hereunder:

(a) Default in the due and punctual payment of any installment of principal, premium, if any, or interest under the Note if such default is not cured within 2 Business Days (as defined in the Loan Agreement) following the mailing or delivery to the Mortgagor and the Credit Facility Issuer of notice thereof;

(b) Foreclosure proceedings or their judicial equivalent shall have been commenced with respect to any lien or subordinate mortgage on the Mortgaged Property (regardless of whether or not a Permitted Encumbrance);

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(c) Default in the performance or observance of any of the other covenants, agreements or conditions on the part of the Mortgagor contained in this Mortgage if such default is not cured within 30 days following the mailing or delivery to the Mortgagor of notice thereof; or

(d) An "Event of Default" as defined in the Loan Agreement shall occur.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the following rights and remedies:

(a) Mortgagee shall, with respect to any part of the Project constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to the Mortgagor at its address above set forth at least 10 days prior to the sale or other event for which such notice is required. The proceeds of any sale or realization upon any such property shall be applied to the payment of the indebtedness hereby secured, after first deducting therefrom any expenses for retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred by Mortgagee in connection therewith. If any deficiency shall result after such application, then Mortgagor shall be and remain liable therefor and shall immediately pay the same to Mortgagee.

(b) Mortgagee may proceed to protect and enforce its rights hereunder by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or, if and only if an "Event of Default" (as set forth in Section 9 hereof) has occurred, by the foreclosure of this Mortgage.

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to commence on the date of the agreement of conveyance of any of the other... agreements or conditions on the part of the mortgagee contained in this mortgage. If any default is made within 30 days following the date of delivery to the mortgagee of the mortgage...

The term "mortgage" as defined in the foregoing agreement shall mean...

10. After the indebtedness hereby secured shall become due, whether by acceleration or otherwise, mortgagee shall have the following rights and remedies:

(a) Assignment of the debt secured by this mortgage to any party to the mortgage...
(b) The right to sell the property of the mortgagor...
(c) The right to appoint a receiver...
(d) The right to sue for the amount of the debt...
(e) The right to sue for the amount of the debt...
(f) The right to sue for the amount of the debt...
(g) The right to sue for the amount of the debt...
(h) The right to sue for the amount of the debt...
(i) The right to sue for the amount of the debt...
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(x) The right to sue for the amount of the debt...
(y) The right to sue for the amount of the debt...
(z) The right to sue for the amount of the debt...

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(1) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(2) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(3) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(4) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(5) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(6) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(7) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(8) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(9) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(10) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(11) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(12) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(13) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(14) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(15) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(16) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(17) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(18) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(19) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...
(20) This mortgage shall be void and unenforceable if the right to sue for the amount of the debt...

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(c) Upon the bringing of any suit to foreclose this Mortgage, Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Project, to the extent permitted by applicable law, be entitled to have itself appointed and become mortgagee in possession for all or any part of the Project and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of the Mortgagee as such mortgagee in possession and shall not oppose any such appointment. Any such mortgagee in possession may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Project or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom and income, rents, issues and profits accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(d) In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Project, all of which expenditures shall become so much additional indebtedness hereby secured and be immediately due and payable with interest thereon at a rate of interest equal, as of any time, to the Advance Rate from the date of expenditure until paid.

(e) If at any foreclosure proceeding the Project shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, Mortgagee, as judgment creditor, shall be entitled to

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the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency.

(f) Upon the happening of any "Event of Default" (as set forth in Section 9 hereof), Mortgagor in furtherance of, and not by way of limitation of, the granting clauses of this Mortgage, hereby bargains, sells, assigns and sets over to Mortgagee all rents, issues and profits of the Project, which, whether before or after foreclosure or during the period of redemption, until the full and complete payment of said indebtedness and performance of all obligations, covenants or agreements hereunder, shall accrue and be owing for the use and occupation of the Project, or of any part thereof. For the purpose aforesaid, Mortgagor does hereby constitute and appoint Mortgagee its attorney in fact irrevocably in its name to receive, collect and receipt for all sums due or owing for such use, rents and occupation, as the same may accrue; and out of the amount so collected to pay and discharge all unpaid indebtedness hereby secured. For the purpose aforesaid, Mortgagee may enter and take possession of the Project and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Project. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Project and used by the Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the Project and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

11. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension, exemption or redemption 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 or the sale of the Project, but hereby waives the benefit of such

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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 Project marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Project sold as an entirety. 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 Project described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by law.

12. Mortgagee or its agents shall have the right to inspect the Project at all reasonable times and access thereto shall be permitted for that purpose.

13. No remedy or right of Mortgagee shall be exclusive of, but shall be cumulative and in addition to, every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

14. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto or the interest of Mortgagee under this Mortgaged Property or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured, Mortgagee shall be reimbursed by Mortgagor, immediately and without demand, for all reasonable costs, charges, expenses and attorneys' fees incurred by it in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

15. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the other terms of this Mortgage shall in no way be affected thereby.

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1. The purpose of this document is to provide a clear and concise summary of the project's objectives and goals. It is intended to serve as a reference for all project participants and to ensure that everyone is working towards the same objectives. The project is a multi-phase effort that will require the cooperation and input of all team members. The primary goal is to develop a comprehensive plan that addresses all aspects of the project, including the identification of resources, the establishment of a timeline, and the implementation of a communication strategy. The project will be managed in a structured and organized manner, with regular meetings and reports to ensure that progress is being made and any issues are identified and resolved in a timely manner. The project is expected to be completed within the specified timeframe and budget, and the results will be used to inform future projects and operations.

2. The project is a multi-phase effort that will require the cooperation and input of all team members. The primary goal is to develop a comprehensive plan that addresses all aspects of the project, including the identification of resources, the establishment of a timeline, and the implementation of a communication strategy. The project will be managed in a structured and organized manner, with regular meetings and reports to ensure that progress is being made and any issues are identified and resolved in a timely manner. The project is expected to be completed within the specified timeframe and budget, and the results will be used to inform future projects and operations.

3. The project is a multi-phase effort that will require the cooperation and input of all team members. The primary goal is to develop a comprehensive plan that addresses all aspects of the project, including the identification of resources, the establishment of a timeline, and the implementation of a communication strategy. The project will be managed in a structured and organized manner, with regular meetings and reports to ensure that progress is being made and any issues are identified and resolved in a timely manner. The project is expected to be completed within the specified timeframe and budget, and the results will be used to inform future projects and operations.

4. The project is a multi-phase effort that will require the cooperation and input of all team members. The primary goal is to develop a comprehensive plan that addresses all aspects of the project, including the identification of resources, the establishment of a timeline, and the implementation of a communication strategy. The project will be managed in a structured and organized manner, with regular meetings and reports to ensure that progress is being made and any issues are identified and resolved in a timely manner. The project is expected to be completed within the specified timeframe and budget, and the results will be used to inform future projects and operations.

5. The project is a multi-phase effort that will require the cooperation and input of all team members. The primary goal is to develop a comprehensive plan that addresses all aspects of the project, including the identification of resources, the establishment of a timeline, and the implementation of a communication strategy. The project will be managed in a structured and organized manner, with regular meetings and reports to ensure that progress is being made and any issues are identified and resolved in a timely manner. The project is expected to be completed within the specified timeframe and budget, and the results will be used to inform future projects and operations.

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16. Whenever any of the Mortgagee, Trustee, Credit Facility Issuer or the Mortgagor is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of the Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

17. This Mortgage and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the Trustee and by any other party, if any, against which enforcement of the change, waiver, discharge or termination is sought.

18. This Mortgage may be assigned only pursuant to the terms imposed by the Credit Facility Issuer in the Reimbursement Agreement and with the prior written consents of the Trustee and the Credit Facility Issuer. Any sale, conveyance or transfer of any right, title or interest, legal or equitable, in the Project or any portion thereof or assignment hereof without such prior written consents, shall constitute a default hereunder.

19. This Mortgage shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, by law, statutes, laws and decisions of the State of Illinois. The Mortgagor in order to induce the Trustee to accept this Mortgage agrees that all actions on proceedings arising directly, indirectly or otherwise in connection with, but not related to, or from this Mortgage shall be litigated at the Trustee's discretion, only in courts located in the State of Illinois. The Mortgagor hereby consents and submits to the jurisdiction of any state or federal court located within the State of Illinois and waives any right to transfer or change the venue of litigation brought against the Mortgagor hereunder.

20. The Mortgagor shall not obtain secondary financing for the Project except with the prior written consent of the Trustee and the Credit Facility Issuer.

21. All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: If to the Mortgagee at 1420 Miner, Des Plaines, Illinois 60016; if to the Mortgagor at 125 East Oakton Street, Des Plaines, Illinois 60018; and if to the Trustee at 135 South LaSalle Street, Chicago, Illinois 60603, Attention: Corporate Trust

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10. The Board of Directors of the Cook County Jail shall have the authority to make and alter the rules and regulations of the Jail, and to enforce the same. The Board shall also have the authority to make and alter the rules and regulations of the Jail, and to enforce the same.

11. The Board of Directors of the Cook County Jail shall have the authority to make and alter the rules and regulations of the Jail, and to enforce the same. The Board shall also have the authority to make and alter the rules and regulations of the Jail, and to enforce the same.

12. The Board of Directors of the Cook County Jail shall have the authority to make and alter the rules and regulations of the Jail, and to enforce the same. The Board shall also have the authority to make and alter the rules and regulations of the Jail, and to enforce the same.

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15. The Board of Directors of the Cook County Jail shall have the authority to make and alter the rules and regulations of the Jail, and to enforce the same. The Board shall also have the authority to make and alter the rules and regulations of the Jail, and to enforce the same.

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day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act of said Partnership for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 27th day of December, 1985.

Grand Richardson
Notary Public

My Commission expires:

2/5/87

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COOK COUNTY CLERK
212 E. FORT ST. CHICAGO
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SCHEDULE I

Lots 1 and 2 in Anderson Miller Des Plaines Industrial Park Unit 3, being a Resubdivision of Lots 2, 3, 4 and part of Lots 5 and 6 in Grewe's Subdivision of that part of the North West fractional quarter and the West 1/2 of the West 1/2 of the North East 1/4 of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, lying North of a line 14.70 feet North of the East and West center line of the North 1/2 of said Section (except the right of way of the Des Plaines Valley Railway) except that part taken for Oakton Street by Document 10627381; together with the East 102 feet of Lot 1 and that part of Lot 5 lying Northerly of a 19 foot switch track easement, in George H. Geil's Subdivision of that part of the South 1/2 of the North 1/2 and the South 14.70 feet of the North 1/2 of the North 1/2 of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, lying West of the right of way of the Des Plaines Valley Railroad as shown on Plat recorded September 10, 1928 as Document 10142179, in Cook County, Illinois.

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SCHEDULE II

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes not then delinquent, (ii) utility, access and other easements and rights-of-way, restrictions and exceptions that will not interfere with or impair the operations being conducted or to be conducted with the Mortgaged Property, (iii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to properties similar in character to the Mortgaged Property and as do not, in the opinion of an independent counsel, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Mortgagor, (iv) municipal ordinances, zoning ordinances and laws that do not, in the opinion of an independent counsel, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Mortgagor, (v) construction liens, undetermined or inchoate liens and charges that have not at the time been filed and perfected in the manner prescribed by law, (vi) any other liens or encumbrances in effect and of record as of the date of recordation of this Mortgage that are subordinated to this Mortgage and the rights and interests of the Mortgagee, the Trustee and the Credit Facility Issuer hereunder, (vii) the Indenture, the Assignment, the Assignment of Leases and this Mortgage, (viii) any Mortgage and Assignment of Leases subordinate to the lien of this Mortgage and the Assignment of Leases, given to secure obligations of the Borrower under its Reimbursement Agreement with the Credit Facility Issuer, and (ix) any Mortgage subordinate to the lien of this Mortgage with respect to which the Credit Facility Issuer gives its written consent.

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