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MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE (hereinafter referred to as this "Mortgage") made and entered into this 24th day of October, 1986, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under Trust Agreement dated July 12, 1984 and known as Trust No. 61579, c/o Smith-Vasiliou Management Co., Inc., 19 Rector Street, New York, New York 10006 (hereinafter referred as "Borrower") and PLAISANCE PARTNERS, L.P., a Nevada Limited Partnership, whose address is c/o Smith-Vasiliou Management, Inc., 19 Rector Street, New York, New York 10006 (hereinafter referred to as "Beneficiary"), and to FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY, a national banking association organized under the Acts of Congress, having an office at 213 Washington Street, in the City of Newark, County of Essex and State of New Jersey 07192 (hereinafter referred to as "Mortgagee"). Borrower and Beneficiary are hereinafter together referred to as "Mortgagor" Beneficiary owns one hundred (100%) percent of the beneficial interest in Borrower.

WITNESSETH THAT:

WHEREAS, Borrower has concurrently herewith executed and delivered its Promissory Note bearing even date herewith (the "Note") in the original principal sum of Two Million and 00/100 (\$2,000,000.00) Dollars which Note together with all interest and other payments due thereon, is made payable to the order of Mortgagee at the place designated in said Note, in and by which said Note Borrower promises to pay the said principal sum and interest and other payments due thereon at the rate and in installments as provided in said Note, with a final payment of the entire principal balance of the Note, together with unpaid and accrued interest thereon, being due and payable on October 29, 1989. All of the terms and provisions of the Note are hereby incorporated herein by this reference to the same extent as though fully set forth herein.

This instrument prepared by: and mail to:
Avram S. Eule
Scheider & Wiener
1180 Raymond Boulevard
Newark, New Jersey 07102

Being rerecorded to
add partnership
signatures

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NOW, THEREFORE, Mortgagor to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured hereby, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed and for the better securing the observance, payment and performance by the Mortgagor of all of its obligations and liabilities to the Mortgagee, direct or indirect, primary, secondary, contingent, joint or several, which are due or to become due, now existing or which in the future may be created (collectively sometimes referred to hereinafter as the "Indebtedness Hereby Secured"), and also in consideration of the sum of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents GRANT, REMISE, RELEASE, ALIEN, PLEDGE, CONVEY and WARRANT unto the Mortgagee, its successors and assigns, (a) the real estate (the "Real Estate") and all of its estate, right, title, and interest therein, situate, lying and being in the County of Cook and State of Illinois bounded and described as set forth on Schedule A attached hereto and made a part hereof, (b) the Personal Property (as hereinafter defined), including without limitation the Personal Property, if any, specifically described in Schedule B attached hereto and made a part hereof, and (c) the other property, interests, title and rights hereinafter described. The Real Estate, the Personal Property and all of the other property, interests, title and rights hereinafter described are hereinafter collectively referred to as the "Premises". Notwithstanding anything to the contrary in this paragraph, the maximum principal amount for which this Mortgage and Security Agreement shall serve as security shall be \$2,500,000.00.

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

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TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Real Estate, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured, provided, however, that permission is hereby given to Mortgagor so long as no Default (as hereinafter defined) has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the Improvements or the operation thereof, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Real Estate or the Improvements shall, so far as

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permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured; notwithstanding the agreement and declaration hereinabove expressed that certain articles of property from a party of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 14 hereof; and

TOGETHER WITH all proceeds of the foregoing, subject to the provisions hereinafter set forth, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured.

TOGETHER WITH all of Mortgagor's rights further to encumber said Premises for debt without the prior written consent of Mortgagee and with such consent only by such encumbrances which, by their actual terms and specifically expressed intent, and except as may expressly be provided to the contrary herein, shall be and at all times remain subject and subordinate to any and all leases and/or tenancies (a) which are in existence when such encumbrances become effective, or (b) which are thereafter created, Mortgagor hereby representing to Mortgagee, as a special inducement to Mortgagee to make this loan, that as of the date hereof there are no other encumbrances to secure debt, except as herein set forth (and subject to Paragraph 3A hereof); and all of Mortgagor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage or deed of trustee other than this mortgage.

TO HAVE AND TO HOLD the Premises, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges hereunto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead exemption and valuable laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

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

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness and Performance of Covenants. Mortgagor shall (a) pay when due the Indebtedness Hereby Secured, subject to the limitation on personal liability set forth herein and in the Note; and (b) fully and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Note and this Mortgage.

2. Maintenance, Repair, Compliance with Law, Use, Etc.. Mortgagor shall (a) promptly repair, restore, replace or rebuild any portion of the Improvements which may become damaged or be destroyed; (b) keep the Premises and all portions thereof in good condition and repair, free from waste; (c) cause to be paid all operating costs of the premises; (d) complete, within a reasonable time, any building or buildings or other Improvements now or at any time in the process of construction upon the Premises; (e) comply with all requirements of zoning, building, health, fire, traffic, environmental and other statutes, ordinances, rules, regulations, orders, decrees and other requirements of law relating to the Premises or any part thereof by any federal, state or local authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements or any portion thereof; (g) comply with any restrictions and covenants of record with respect to the Premises and the use thereof; and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and

concessions that are applicable to the Premises or its use and occupancy; (h) cause the Premises to be managed in a competent and professional manner; and (i) pay, when due, as provided in paragraphs 3 and 4 hereof any Indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request, exhibit to the Mortgagee satisfactory evidence of such payment. Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Premises, except as required by law or ordinance or except as permitted or required to be made by the terms of any Leases permitted hereunder; (ii) material change in the intended use or occupancy of the Premises for which the Improvements were constructed, including without limitation any change which would increase any fire or other hazard; (iii) unlawful use of, or nuisance to exist upon, the Premises; (iv) granting of any easements, licenses, covenants, restrictions, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Mortgagee and other than in the ordinary course of the operation of the Premises as an office and commercial building; or (v) any action or omission which shall result in the waste or diminution in value of the Premises or any portion thereof or which shall impair Mortgagee's security hereunder. Mortgagor will not seek or cause any zoning reclassification with respect to the Premises which will in any material respect affect the present operation of the Premises as an office and commercial building.

Without limiting the foregoing, it is hereby understood and agreed that (i) the form and substance of any agreement(s) (the "Management Agreement(s)") pertaining to the management of the Premises and the identify of the parties managing the Property shall be subject to the prior written consent of Mortgagee, and that said agreement shall not be renewed, terminate extended, modified or amended and the parties managing the Property shall not be changed without the prior written consent of Mortgagee, and (ii) without the prior written consent of Mortgagee, Mortgagor shall not pay, directly or indirectly, management fees which are in excess of the amounts provided for in the Managements Agreement(s) previously approved by Mortgagee.

3. Liens

A. Prohibition. Subject to the provisions of Paragraph 15 hereof, the Mortgagor shall not without the prior written consent of the Mortgagee create or suffer or permit any mortgage, lien, change or encumbrance to attach to or be filed against the Premises, whether the same are junior or senior to the lien hereof, or any mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have

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provided labor or materials with respect to the Premises (which liens are herein defined as "Mechanic's Liens") and excepting only (i) liens securing the Indebtedness Hereby Secured (ii) the lien of real estate taxes and assessments not due and payable (iii) those certain exceptions to title set forth on Schedule C attached hereto and made a part hereof (hereinafter referred to as the "Permitted Exceptions") and (iv) the certain lease (the "First Chicago Lease") dated July 27, 1984 between the Borrower and First Chicago Building Corporation as lessee ("First Chicago") demising the Premises for a term of 99 years.

B. Contest of Mechanic's Liens Claims. Notwithstanding the foregoing prohibition against Mechanic's Liens against the Premises, Mortgagor, or any party obligated to Mortgagor to do so, may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanic's Lien; (ii) that, within thirty (30) days after Mortgagor has been notified of the filing of such Mechanic's Liens, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Mechanic's Lien and (iii) that Mortgagor shall have obtained a title insurance endorsement over such Mechanic's Liens insuring Mortgagee against loss or damage by reason of the existence of such Mechanic's Liens or Mortgagor shall have deposited or caused to be deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Mechanic's Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. In case Mortgagor shall fail to maintain or cause to be maintained sufficient funds or deposit as hereinabove provided, shall fail to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fail to pay or cause to be paid the amount of the Mechanic's Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount on deposit with Mortgagee, Mortgagee may, at its option, apply the money as deposited in payment of or on account of such Mechanic's Lien, or that part thereof then unpaid, together with all interest thereon. If

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the amount of money so deposited shall be insufficient for the payment in full of such Mechanic's Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. In the event the contest of the Mechanic's Lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any overplus remaining in the control of Mortgagee shall be paid to Mortgagor, provided that no Default then exists under this Mortgagee.

4. Taxes and Liens.

A. Payment. Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor (except for taxes assessed against tenants under Leases of the Premises), and Mortgagor shall furnish to Mortgagee receipts thereon without demand or further request on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises. Nothing in this Paragraph 4A contained shall required Mortgagor to pay any income, franchise, or excise tax impose upon the Mortgagee, excepting any such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

B. Contest. Mortgagor may, in good faith and with reasonable diligence, contest or cause to be contested the validity or amount of any such Taxes, provided that:

(i) such contest shall have the effect of preventing the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

(ii) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same or to cause the same to be contested before any Tax has been increased by any interest, penalties, or costs; and

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(iii) Mortgagor has deposited or caused to be deposited with a title insurance company reasonably acceptable to Mortgagee or with Mortgagee at such place as Mortgagee may from time to time in writing designate, a sum of money or other security that, when added to the monies or other security, if any, deposited with said title insurance company or Mortgagee is sufficient, in Mortgagee's judgment, to pay in full such contested Tax and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Mortgagee's reasonable judgment, to pay in full such contested Tax, increasing such amount to cover additional penalties and interest whenever, in Mortgagee's reasonable judgment, such increase is advisable. Notwithstanding the foregoing, the issuance by a title insurance company satisfactory to Mortgagee of an endorsement insuring Mortgagee over such contested Taxes shall be deemed to satisfy the requirements of this clause (iii).

In the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the monies and liquidate any securities deposited with Mortgagee, in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Mortgagor shall forthwith, upon demand, either deposit with Mortgagee a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Mortgagee has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Mortgagee. Provided that Mortgagor is not then in default hereunder, Mortgagee shall, if so requested in writing by Mortgagor, after final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording

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of this Mortgage, Mortgagor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's reasonable judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 5 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

6. Insurance Coverage. Mortgagor shall insure the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) Casualty insurance against loss and damage by all risks of physical loss or damage without deduction for depreciation or co-insurance, including fire, windstorm, flood and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all Improvements, fixtures and equipment owned by Mortgagor from time to time on the Premises, but in no event less than the original principal amount of the Note, and bearing a replacement cost agreed amount endorsement;

(b) Comprehensive general liability insurance covering the Premises in an amount of not less than \$1,000,000.00 bodily injury and/or property damage liability per occurrence, subject

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to such increases in coverage as Mortgagee may reasonably request;

(c) If at any time the Premises shall be designated to be in a special flood hazard area, first and second layer flood insurance in form, substance and amounts satisfactory to Mortgagee; and

(d) Such other types and amounts of insurance coverage (including without limitation contingent liability insurance with respect to any building loss pertaining to non-conforming property) as are customarily maintained by owners or operators of like properties, or as Mortgagee may reasonably request.

7. Insurance Policies. All Insurance Policies shall be in such form, and amounts and written by such insurance companies as are reasonably satisfactory to Mortgagee. All Insurance Policies insuring against casualty, rent loss and business interruption and other appropriate policies shall include non-contributing mortgage endorsements in favor of and with loss payable to Mortgagee, as its interest may appear as the holder of this Mortgage, as well as standard waiver of subrogation endorsements. All of the Insurance Policies shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Mortgagee and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Mortgagor will deliver all Insurance Policies (or certified copies thereof) premiums prepaid, for a minimum term of one (1) year, to Mortgagee and, in case of Insurance Policies about to expire, Mortgagor will deliver renewal or replacement policies not less than thirty (30) days prior to the date of expiration thereof. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by First Chicago under the First Chicago Lease, or other tenants under the Leases may, if in conformity with the requirements of this Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortgagor's obligation to provide the insurance coverages provided by those Insurance Policies.

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8. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and premiums payable with respect to all Insurance Policies ("Premiums") as and when the same shall become due and payable and to secure such payments:

(a) Mortgagor shall deposit, at Mortgagee's option, with Mortgagee on the first business day of each and every month, an amount equal to one-twelfth (1/12) of the Taxes and Premiums thereof to become due upon the Premises between one and thirteen 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 (herein generally called "Tax and Insurance Deposits") shall be based upon actual tax bill and insurance bills, or in the event the same shall be unavailable, upon Mortgagee's reasonable estimate as to the amount of Taxes and Premiums. Mortgagor shall promptly upon the demand of Mortgagee make additional Tax and Insurance Deposits as Mortgagee may from time to time require due to (i) failure of Mortgagee to require, or failure of Mortgagor to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, (iii) the particular due dates and amounts of Taxes and/or Premiums, or (iv) application of the Tax and Insurance Deposits pursuant to Paragraph 8(c) hereof. Additionally, upon the execution hereof, Mortgagor shall deposit with Mortgagee, as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one month thereafter. All Tax and Insurance Deposits shall be

held by Mortgagee without any allowance of interest thereon. Anything contained herein to the contrary notwithstanding, in the event that any of the Insurance Policies are maintained by First Chicago in accordance with the First Chicago Lease, Mortgagor shall not be required to deposit with Mortgagee the Premiums pertaining to such Insurance Policies; provided, however, that Mortgagee shall furnish Mortgagee (i) not later than 30 days prior to the expiration of any such Insurance Policies (or renewals or replacements thereof) renewal of replacement Insurance Policies, premiums prepaid for a period of not less than one year, and (ii) not less than 30 days prior to the end of each year during the term of this Mortgage, evidence that the Premiums payable with respect to such Insurance Policies for the forthcoming year have been prepaid.

(b) Subject to Paragraph 8(a) hereof, Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the Taxes and Premiums or will, upon the presentation of receipted bills therefor, reimburse Mortgagor for such payments made by Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand the amount necessary to make up the deficiency.

(c) Upon the occurrence of a Default under this Mortgage, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness

Hereby Secured, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

(d) Notwithstanding anything herein contained to the contrary, Mortgagee, or its successors and assigns, shall not be liable for any failure to apply the Tax and Insurance Deposits unless Mortgagor, while no Default exists hereunder, shall have requested Mortgagee in writing to make application of such Deposits on hand to the payment of the Taxes or Premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

(e) The provisions of this Mortgage are for the benefit of Mortgagor and Mortgagee alone. No provision of this Mortgage shall be construed as creating in any party other than Mortgagor and Mortgagee any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of Taxes and Premiums. Mortgagee shall have no obligation or duty to any third party to collect Tax and Insurance Deposits.

9. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any loss or damage to the Premises and:

(a) In case of loss or damage covered by any of the Insurance Policies, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such Insurance Policies without the consent of Mortgagor provided, however that any claim equal to or less than \$100,000.00 and pertaining to any Insurance Policies maintained by First Chicago shall be

settled and adjusted by First Chicago (and any claim so adjusted shall be paid to First Chicago) provided that the First Chicago Lease is then in full force and effect and First Chicago is not then in default thereunder, or (ii) allow Mortgagor to settle and adjust such claim without the consent of Mortgagee; provided that in either case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Mortgagee upon demand or may be deducted by Mortgagee from said insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by and Insurance Policy to Mortgagee alone, except as above provide, and not to Mortgagee and Mortgagor jointly.

(b) Mortgagee shall apply the proceeds of Insurance Policies consequent upon any casualty to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the loss or damage of the casualty, subject to the conditions and in accordance with the provisions of Paragraph 10 hereof; provided, however, that anything contained herein to the contrary notwithstanding, in the event the amount of such proceeds of Insurance Policies is equal to or greater than seventy-five (75%) percent of the then outstanding principal balance of the Note, the Mortgagee may in its sole discretion apply such proceeds to the Indebtedness Hereby Secured and if such proceeds as applied do not discharge that Indebtedness in full, the entire Indebtedness Hereby Secured shall become immediately due and payable with interest thereon until paid at the rate of interest set forth in the Note.

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(c) Subject to Mortgagee's right to apply the proceeds of Insurance Policies to the Indebtedness Hereby Secured as set forth in subparagraph (b) above, Mortgagor hereby covenants to restore, repair, replace or rebuild the Improvements, to be of at least equal value, and of substantially the same character or equal in value to as prior to such loss or damage, all to be effected in accordance with plans, specifications and procedures to be first submitted to and approved by Mortgagee, and Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding.

10. Disbursement of Insurance Proceeds. Insurance proceeds held by Mortgagee for restoration, repairing, replacement or rebuilding of the Premises shall be disbursed out of an escrow from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration, repair, replacement and rebuilding (ii) funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete and fully pay for the restoration, repair, replacement and rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may require and approve. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety (90%) percent of the value of the work performed from time to time, as such value shall be determined by Mortgagee in its sole and exclusive judgment, and at all times the undisbursed balance of such proceeds of insurance remaining in the hands of Mortgagee, together with funds deposited or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor to pay the cost of such repair, restoration, replacement or rebuilding, shall be at least sufficient in the reasonable judgment of Mortgagee to pay the entire unpaid cost of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of Mortgagee, be paid to Mortgagor. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Mortgagee.

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11. Condemnation and Eminent Domain. Any and all proceeds of awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, pursuant to condemnation or eminent domain proceedings (or settlement in lieu thereof), of all or any part of the Premises (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which Awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor shall give Mortgagee immediate notice of all written notices of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute, and deliver to Mortgagee, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Anything contained herein to the contrary notwithstanding if (i) any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the judgment of Mortgagee, a complete economic unit having equivalent value of the Premises as it existed prior to the taking; or (ii) the Award payable as a result of taking is equal to or greater than seventy-five (75%) percent of the then-outstanding principal balance of the Note; then, at the sole option of Mortgagee then the entire Indebtedness Hereby Secured shall immediately become due and payable. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Mortgagee shall be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness Hereby Secured as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Mortgagee leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and if the Award payable in connection with such partial

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taking is less than seventy-five (75%) percent of the then-outstanding principal balance of the Note, then provided no Default has occurred and is then continuing, the Award shall be applied to reimburse Mortgagor (or upon Mortgagor's direction, First Chicago, if First Chicago shall restore and rebuild the Premises pursuant to the Lease) for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures which must be submitted to and approved by Mortgagee, and such Award shall be disbursed in the same manner as is hereinabove provided above for the application of insurance proceeds, provided that any surplus after payment of such costs shall be applied on account of the Indebtedness Hereby Secured. If the Award is not applied for reimbursement of such restoration costs, the Award shall be applied against the Indebtedness Hereby Secured in such order or manner as provided in the Note.

12. Environment and Spills. Mortgagor shall do nothing as to the Premises, and shall take any and all necessary steps to avoid same, which will cause any spill compensation and control act or similar act to be applicable to the Premises and shall likewise do nothing as to the mortgage premises, and shall take any and all necessary steps to avoid same, which will cause any environmental responsibility clean up act or similar act to be applicable to the Premises without the consent of Mortgagee. In addition, Mortgagor shall pay the cost of any soil borings or toxic waste investigations which may be reasonably required by Mortgagee. Mortgagor represents and warrants that to the best of its knowledge, information and belief, after diligent inquiry, that as of the date of execution of this Mortgage and Security Agreement, no spills have taken place or other occurrences have taken place by which either of the aforesaid two acts would be applicable.

13. Mortgagee's Performance of Mortgagor's Obligations. In case of Default, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and usable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including reasonable attorney's fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and

manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and usable for their intended purpose shall be so much additional Indebtedness Hereby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due and payable on demand, and with interest thereon at the rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

14. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by the Mortgagee (whether deposited by or on behalf of the Mortgagor or anyone else) pursuant to any of the provisions of the Mortgage and (ii) with respect to any personal property included in the granting clauses of this Mortgage, including without limiting the personal property described in Schedule B attached hereto and made a part hereof which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" within the meaning of the Code, (all of which property is hereinafter collectively referred to as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to

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the Mortgagee, and the Collateral and all of the Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the Indebtedness Hereby Secured. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Borrower or Beneficiary or both of them (such party or parties being the debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and the holder(s) of any mortgage permitted under Paragraph 3A hereof and no other party, and the Permitted Exceptions.

(b) The Collateral is to be used by Mortgagor solely for business purposes.

(c) The Collateral will be kept at the Real Estate, and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the secured party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(d) The only persons presently having any security interest in the Premises is Mortgagee.

(d) No Financing Statement (other than Financing Statements showing Mortgagee and the holder of the Purchase Money Mortgage as the secured party), or with respect to liens or encumbrances, if any, expressly identified on Schedule C covering any of the Collateral or any proceeds thereof is on

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file in any public office except pursuant to hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financial statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee, and no other party; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon the occurrence of any Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusion possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same there from (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled, to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may, at its election (i) render the Collateral unusable without removal (ii) dispose of the Collateral on the Premises or (iii) require Mortgagor to make it available to

Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least twenty (20) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least twenty (20) days before the time of the sale or disposition Mortgagee may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held ad part of and in conjunction with any foreclosure sale of the Premises, the Premises including the Collateral to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the reasonable expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and reasonable legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for the return to Mortgagor any surplus realized on such disposition.

(g) The terms and provisions contained in this Paragraph 14 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement with the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of

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Mortgagor (debtor) and Mortgagee (secured party) are hereinafter set forth. This Mortgage is to be filed for record with the Recorder of Deeds of the County where the Premises is located. Mortgagor is the record owner of the Premises.

(i) To the extent permitted by applicable law, the security interest created hereby is also specifically intended to cover and include all Leases between Mortgagor or beneficiary of Mortgagor as lessor, and various tenants named therein, as lessee, including without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieu of the rent and moneys payable as the purchase price of the Premises or any part thereof or of awards or claims for money and other sums of money payable or received thereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor respectively is or may become entitled to do under the Leases.

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

(a) the Premises or any part thereof or interest therein (including without limitation leases of any portion of Premises which are not expressly permitted hereunder), except only sales or other dispositions of Collateral (herein called

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"Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

(b) all or any portion of the beneficial interest or power of direction in or to Borrower;

(c) any controlling shares of capital stock of a corporation which is a beneficiary of a trustee Mortgagor, a corporation which is a general partner in Beneficiary or any other partnership beneficiary of Borrower, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph;

(d) all or any part of the general partnership interest, of any general Partner of Beneficiary;

in each case whether any such conveyance, sale (installment or otherwise) assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 15 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest in the Premises or the Partnership (as hereinafter defined) or any general partner of the Partnership or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, (iv) to any lien expressly permitted under Paragraph 3 hereof, or (v) transfer of limited partnership interests in Beneficiary, (vi) to any office or commercial lease(s) for a portion of the Premises which are otherwise expressly permitted under the express terms of Paragraph 26 hereof and

which are entered into in the ordinary course of business; provided, that such lease(s) extend for a term of not more than ten (10) years and do not provide for options to purchase or rights of first refusal in respect of the purchase of the Premises (or the beneficial interest in Borrower) or similar rights; or (vii) to transfers of partnership interest in Beneficiary to current partners of Beneficiary or to entities controlled by current partners of Beneficiary, provided, however, that Randall Smith and Basil K. Vasiliou shall remain as general partners of Beneficiary.

16. Defaults. It is hereby agreed that upon the occurrence of any of the following events of defaults hereunder (herein called "Defaults"):

(i) If any default be made in the due and punctual payment of monies required under the Note or under this Mortgage, as and when the same is due and payable and any applicable period of grace expressly allowed for the cure of such default in such document shall have expired;

(ii) If any default shall exist under any other document or instrument regulating, evidencing or securing any of the Indebtedness Hereby Secured in each case after the expiration of any period of grace expressly allowed for the cure of such default in such other document or instrument;

(iii) The occurrence of a Prohibited Transfer;

(iv) If default shall continue for fifteen (15) days after written notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or condition herein contained, provided, however, that if such default by its nature cannot be cured within said fifteen (15) days period, then Mortgagor shall not be in default so long as Mortgagor commences to cure said default within said fifteen (15) day period and diligently and thereafter in good faith pursues said cure to completion;

(v) If (and for the purpose of this Subparagraph 16(v) only, the term Borrower and/or Beneficiary shall mean and include not only Borrower and/or Beneficiary, but also and any successor in interest who, pursuant to

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the terms of this Agreement has acquired the Premises [or the beneficial interest in a trust holding title thereto] subject to the Mortgage):

- (a) The Beneficiary or any general partner of Beneficiary shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under a chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect;
- (b) Beneficiary or any general partner of Beneficiary shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature; or Beneficiary shall otherwise fail to pay its debts generally as they mature;
- (c) Within Sixty (60) days after the filing against Beneficiary or any general partner of Beneficiary of any involuntary proceeding under the Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect such proceedings shall not have been dismissed;
- (d) All or a substantial part of the assets of Borrower, or any general partner of Beneficiary are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days;
- (e) An order for relief shall be entered by any competent bankruptcy court in respect of Beneficiary or any of the general partners thereof;
- (f) Borrower, Beneficiary or any general partner of Beneficiary shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts

generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

(g) Any order appointing a custodian, receiver, trustee or liquidator of Borrower, Beneficiary or any general partner of Beneficiary or all or a major part of such party's property or the Premises is not vacated within sixty (60) days following the entry thereof; or;

(iv) If any statement or information furnished to Mortgagee pursuant hereto shall contain any material misstatements, or shall omit any material fact required to make such statement or information not misleading;

then Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the rate set forth in the Note), whether or not such Default be thereafter remedied by Mortgagor, and subject to Paragraph 16B hereof, Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, or by law or in equity or any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Hereby Secured.

17. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in accordance with the laws of the State of Illinois and to exercise any other remedies of Mortgagee provided in this Note, this Mortgage, or any other document given as additional security for the Note, or which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of

title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor; with interest thereon at the Default Rate until paid.

18. Right of Possession. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Premises relating thereto, such owner, and any agents and servants thereof wholly there from and may, on behalf of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted:

(a) hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(b) cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Mortgagee's prior written consent if required under Paragraph 26 hereof;

(d) extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Indebtedness evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(e) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee, to insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom; and

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(f) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured in such order and manner as Mortgagee shall select.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

19. Receiver. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of 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 Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the Indebtedness secured by a decree foreclosing this Mortgage or any tax, special assessments, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

20. Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 17 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note,

with interest on such items as herein provided, Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and lastly, any over plus to Mortgagor, and its successors or assigns, as their rights may appear.

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

22. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights

of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted.

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

24. Successors and Assigns.

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

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holder of the Note from time to time were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Mortgagee.

B. Covenants Run with Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of Premises or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 15 hereof.

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

26. Approval and Form of Leases. Mortgagor shall not enter into, terminate or nullify in any material respect any lease of any portion of the Premises without prior written consent of Mortgagee (which consent shall not be unreasonably withheld). All Leases entered into pursuant hereto shall provide for the agreement of the tenant thereunder to subordinate its interests thereunder to the interests of Mortgagee hereunder and at Mortgagee's request Mortgagor shall cause all tenants to execute an attornment and recognition agreement with respect to Mortgagee, all in form and

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substance satisfactory to Mortgagee. All rental or other consideration payable for any portion of the Premises that may be used by Beneficiary or any of its agents or employees or any person, firm or corporation or other entity in which Mortgagor has a direct or indirect interest (excluding therefrom space used by Beneficiary or its employees in connection with the maintenance or management of the Premises) shall be at fair market rental value.

27. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter. Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Mortgagee shall reasonably require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Without limitation of the foregoing, Mortgagor will assign to Mortgagee, upon request, as further security for the Indebtedness secured hereby, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Mortgagee, but no such assignment shall be construed as a consent by the Mortgagee any obligations with respect thereto. From time to time, Mortgagor will furnish within fifteen (15) days after Mortgagee's request therefor a written and duly acknowledged statement of the amount due under the Note and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured. From time to time, Mortgagee will furnish within fifteen (15) days after Mortgagor's request therefor a written and duly acknowledged statement of the amount due under the Note and under this Mortgage and whether, to Mortgagee's actual knowledge, any Defaults on the part of Borrower (or events which, with the passing of time or the giving of time, or both, would become a Default) exist hereunder.

28. Subrogation. If any part of the Indebtedness Hereby Secured is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

29. Option to Subordinate. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of

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entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Cook County of a unilateral declaration to that effect.

30. Governing Law. The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State.

31. Business Loan. Mortgagor hereby represents, warrants, covenants and agrees that the proceeds of the Note will be used for business purposes and that the principal obligation secured hereby constitutes a "business loan" within the purview of Illinois law and is a non-usurious business loan under the laws of the State of Illinois.

32. Inspection of Premises and Record. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expense of the Premises and, within ten (10) days after demand therefor by Mortgagee, to permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon. The results of such examination will be kept confidential except as to any disclosure required by Mortgagee's regulatory authorities or pursuant to litigation hereunder. Mortgagee shall be entitled to a reasonable inspection fee plus all expenses incident to the inspection of the Premises. The Mortgagee, in its sole discretion, will determine the necessity for and the number of inspectors required and Mortgagee shall determine, at its sole discretion, each inspector used incident to an inspection.

33. Financial Statements. Mortgagor shall, without demand or cost to Mortgagee (i) within ninety (90) days after the end of each fiscal year of Mortgagor, furnish to Mortgagee unaudited financial statements of the Beneficiary and unaudited financial and operating statements of the Premises for such fiscal year, including, but without limitation, balance sheets of Beneficiary and supporting schedules, detailed statement of income and expenditures relating to the Premises and supporting schedules (including certified rent rolls covering the Leases), and (ii) within 30 days after the end

of each fiscal quarter of Mortgagor unaudited financial and operating statements of Beneficiary and the Premises for such quarter; all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared and certified in such manner as may be acceptable to Mortgagee, and shall contain such reasonable detail and information or shall enable Mortgagee to determine whether a Default exists hereunder. In the event that the financial and operating statements herein required are not duly and punctually furnished, Mortgagee may by notice in writing to Mortgagor require that the same shall be them without limiting Mortgage's other rights and remedies hereunder, prepared, at Mortgagor's expense pursuant to audit by a firm of certified public accountants satisfactory to Mortgagee.

34. Test Appraisal. Without limiting the provisions of the Note, in the event any test appraisals of the Premises are required by any appropriate governmental regulatory authorities, Mortgagor shall pay for all such testing, and shall comply, at its own expense, with such test appraisal including, but not limited to, reduction of the principal balance of the Note amounts required to conform to such test appraisal.

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

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

37. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or when deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

- (a) If to Mortgagee:
First Fidelity Bank, National
Association, New Jersey

Leasing Department
213 Washington Street
Newark, New Jersey 07192
Attention: James A. Phibbs
Assistant Vice President

with a copy to:
Scheider & Wiener
1180 Raymond Boulevard
Newark, New Jersey 07102
Attention: Avram S. Eule, Esq.

- (b) If to Mortgagor:
c/o Smith - Vasilion Management Co., Inc.
19 Rector Street
New York, New York 10006
Attention: President

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

38. No Partnership. Nothing contained herein, in the Note or in any other document or instrument evidencing or securing the Indebtedness hereby Secured shall be deemed to create a joint venture or partnership relationship between Mortgagor and Mortgagee; it being understood that solely the relationships of lender and borrower and mortgagor and mortgagee, as the case may be, shall be created in connection herewith.

39. No Liability. Anything contained herein to the contrary notwithstanding, it is expressly understood and agreed the Mortgagee's inspection and approval of the documentation pertaining to this Mortgage and any inspection of the Premises made by Mortgagee shall be solely for Mortgagee's benefit, and Mortgagee shall have no liability to Mortgagor or any other person or entity by reason thereof. Subject to the limitations on personal liability hereinafter set forth, Mortgagor further covenants and agrees to indemnify and hold Mortgagee harmless from and against any claim cost, expense (including attorneys' fees), judgment or suit arising out of or pertaining to any inspection

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of the Premises and shall upon demand therefor furnish Mortgagee with such security or bond as may be satisfactory to Mortgagee, in its sole discretion, to ensure the performance of Mortgagor's obligations under this Paragraph 39.

40. Non-recourse with No Personal Liability. Except as hereinafter provided to the contrary, Mortgagee shall look solely and only to the Premises including leases and guarantees relating thereto for the payment, performance and observance of any amount, obligation or provision to be paid, performed or observed under this Mortgage and neither Borrower, nor any officer, director or shareholder of Borrower or Beneficiary, nor any partner of Beneficiary, nor any general or limited partner of any partner of Beneficiary nor any of their respective heirs, administrators, executors, personal representatives, successors and assigns, shall have any personal liability, whatsoever, including without limitation any personal obligation for any liability for a deficiency or with respect to any payment, performance or observance of any amount, obligation, liability or provision to be paid, performed or observed under this Mortgage and Mortgagee agrees not to seek or obtain a deficiency, money judgment or other judgment against the Borrower or Beneficiary, against any officer, director or shareholder of Borrower or against any partner of Beneficiary, or any general or limited partner of such partners or against any of their respective heirs, administrators, executors, personal representatives, successors or assigns. Notwithstanding the foregoing provisions, each of the parties exculpated pursuant to this Paragraph 40 shall fully liable to Lender, and Lender shall be able to proceed against such exculpated parties and their respective assets, to the same extent that such parties would be liable absent the foregoing provisions, for (a) fraud or (b) retention in contravention of the Note or this Mortgage, and the misappropriation of any rental income or other income or insurance or condemnation proceeds; but only to the extent of such income or proceeds retained following a Default hereunder. Subject to the limitations on personal liability above provided, nothing herein contained, however, shall be construed to impair the security of this Mortgage, or the ability of the Mortgagee to exercise any of the rights and remedies of Mortgagee in the event of a default hereunder.

41. Trustee's Exculpatory Clause. This Mortgage is executed by Borrower, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in him as such Trustee (and said Trustee hereby warrants in his individual capacity that he possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall

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be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any Indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this Paragraph, all such liability, if any, being expressly waived by right to security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or to impair the lien of this Mortgage or Mortgagee's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee under any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured.

IN WITNESS WHEREOF, Borrower and Beneficiary have caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

Borrower:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF
CHICAGO, not individually but
solely as Trustee as aforesaid

BY: _____

ITS: _____

ATTEST: _____

Assistant Secretary

Beneficiary:

PLAISANCE PARTNERS, L.P.,
a Nevada Limited Partnership

BY: _____

A General Partner

WITNESS: _____

Thomas J. [Signature]

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STATE OF ILLINOIS):

COOK COUNTY, ILLINOIS
FILED FOR RECORD

COUNTY OF COOK):SS
):

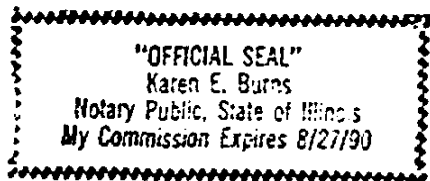
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I, **KAREN E. BURNS**, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **Peter H. Johanson**, **Second Vice President** of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** and **J. MICHAEL WHELAN**, **ASSISTANT**, Secretary of said **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, not individually but solely as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank, to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, not personally, but solely as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

OCT 24 1986
day of October, 1986.



Karen E Burns

Notary Public

My Commission Expires:

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New York
STATE OF ILLINOIS
New York) : SS
COUNTY OF COOK) :

I, THOMAS J. Prendergast, a Notary Public in and for said County in the state aforesaid, do hereby certify that Basil K. Vasilicov, personally known to me to be a general partner of PLAISANCE PARTNERS, L.P., a Nevada Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such general partner he signed and delivered the said instrument as a general partner of said limited partnership as his free and voluntary act, and as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 29th day of October, 1986.

Thomas J. Prendergast

Notary Public

THOMAS J. PRENDERGAST
Notary Public, State of New York
No. 60-8433000-Qual. in West. Co.
Commission Expires April 30, 1987

My Commission Expires:

April 30, 1987

Property of Cook County Clerk's Office

SCHEDULE A

LEGAL DESCRIPTION OF THE PROPERTY:

THAT PART OF LOTS 4 TO 7, BOTH INCLUSIVE, LYING WEST OF THE WEST LINE OF NORTH MICHIGAN AVENUE, AS WIDENED, IN BUTLER'S SUBDIVISION OF THE NORTH EAST CORNER OF BLOCK 53 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE LAND IS ALSO DESCRIBED AS FOLLOWS:

THE WEST 5 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 7 IN BUTLER'S SUBDIVISION OF THE NORTH EAST CORNER OF BLOCK 3 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N 1710 102 015 0000 - 4, 5, 6
1710 102 016 0000 - 7

Address: 750 N. Michigan Ave
Chgo. Ill.

Cook County Clerk's Office

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SCHEDULE B

TO

MORTGAGE

PERSONAL PROPERTY

None

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SCHEDULE C

PERMITTED EXCEPTIONS TO TITLE

None

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