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COOK COUNTY, ILLINOIS  
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REAL ESTATE MORTGAGE

86609269

GCC Loan 86-598

STATE OF ILLINOIS )  
                          ) ss  
COUNTY OF C O O K )

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THIS MORTGAGE, made and entered into as of this 18th day of December, 1986 by and between American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated November 19, 1986 and known as Trust Number 100624-04 (hereinafter referred to as "MORTGAGOR") and GOLDOME CREDIT CORPORATION, (hereinafter referred to as "MORTGAGEE").

W I T N E S S E T H:

WHEREAS, MORTGAGOR is justly indebted to MORTGAGEE in the principal sum of NINE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$930,000.00) as evidenced by note bearing even date herewith and payable in accordance with the terms of said note;

WHEREAS, MORTGAGOR may hereafter become further indebted to MORTGAGEE as may be evidenced by note bearing even date herewith and payable in accordance with the terms of said note;

WHEREAS, MORTGAGOR may hereafter become further indebted to MORTGAGEE as may be evidenced by promissory note(s) or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtedness(es) of MORTGAGOR to MORTGAGEE, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of MORTGAGOR to MORTGAGEE, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW THEREFORE, MORTGAGOR and all others executing this MORTGAGE, in consideration of the premises, and to secure the payment of said indebtedness evidenced by note hereinabove specifically referred to, and any and all other indebtedness(es) due or to become due as hereinabove generally referred to, and the compliance with all of the covenants and stipulations herein contained, has bargained and sold, and does hereby grant, sell, alienate, convey, transfer and mortgage unto MORTGAGEE, its successors and assigns, the following described real estate, together with buildings and improvements thereon (hereinafter sometimes called the "real estate" or the "mortgaged real estate"), lying and being situated in the County of Cook, State of Illinois and more particularly described as follows, to-wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE THERETO MADE A PART HEREOF;

together with all awards received through eminent domain, and payments upon any insurance policies covering the real estate, and all rights, privileges, tenements, and appurtenances thereunto belonging or in anywise appertaining to said real

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Case No. 100-10000

*Handwritten initials/signature*

Case No. 100-10000

STATE OF ILLINOIS

County of Cook

IN SENATE

JANUARY 10, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
ON JANUARY 10, 1900

## PROPERTY OF COOK COUNTY

WHEREAS, the State of Illinois is entitled to the land owned by the State of Illinois, and the same is now being sold by the State of Illinois, and the proceeds of the sale are being used for the benefit of the State of Illinois;

AND WHEREAS, the State of Illinois is entitled to the land owned by the State of Illinois, and the same is now being sold by the State of Illinois, and the proceeds of the sale are being used for the benefit of the State of Illinois;

AND WHEREAS, the State of Illinois is entitled to the land owned by the State of Illinois, and the same is now being sold by the State of Illinois, and the proceeds of the sale are being used for the benefit of the State of Illinois;

AND WHEREAS, the State of Illinois is entitled to the land owned by the State of Illinois, and the same is now being sold by the State of Illinois, and the proceeds of the sale are being used for the benefit of the State of Illinois;

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois, at Springfield, Illinois, this 10th day of January, 1900.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
ON JANUARY 10, 1900

*Handwritten note: Answer*

PROPERTY OF COOK COUNTY

estate including easements and rights-of-way appurtenant thereto and all gas, steam, electric and other heating, cooling and lighting apparatus, elevators, refrigerators, plumbing, stoves, doors and other fixtures appertaining to the real estate and improvements located thereon, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the real estate, and every part thereof, unto MORTGAGEE, its successors and assigns forever. And MORTGAGOR covenants with MORTGAGEE that it is lawfully seized of the real estate in fee simple and has a good right to sell and convey the same as aforesaid; that the real estate is free of all encumbrances except as herein set out, and MORTGAGOR will warrant and forever defend the title to the real estate unto MORTGAGEE, its successors and assigns, against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, agreements, and provisions:

1. That MORTGAGOR shall pay the said indebtedness(es) secured hereby and interest thereon when and as it (they) shall become due, whether in course or under any condition, covenant or agreement herein contained, together with other indebtedness(es) which MORTGAGOR may owe to MORTGAGEE, it being further agreed that any statement, any note or obligation that is secured by this mortgage shall be conclusive evidence of such fact.

2.

(a) That MORTGAGOR shall provide, maintain and deliver to MORTGAGEE policies of fire insurance (with extended coverage) and such other insurance as MORTGAGEE may from time to time require in companies, form, types, and amounts, and shall assign, with endorsements satisfactory to MORTGAGEE, and deliver to MORTGAGEE with mortgage clauses satisfactory to MORTGAGEE all insurance policies of any kind or in any amount now or hereafter issued with respect to the real estate. At least thirty (30) days prior to the expiration date of any and all such insurance policies and at any time upon request of MORTGAGEE, MORTGAGOR shall furnish MORTGAGEE certificates of insurance required by MORTGAGEE hereunder is in effect. All renewal policies, with premiums paid shall be delivered to MORTGAGEE at least thirty (30) days before the expiration of the old policies. If any insurance, or any part thereof, shall expire, or be withdrawn, or become void or unsafe by MORTGAGOR's breach of any condition thereof, or become void or unsafe by reason of the failure of impairment of the capital of any company by which the insurance may then be carried, or if for any reason whatever the insurance shall be unsatisfactory to MORTGAGEE, MORTGAGOR shall procure and deliver to MORTGAGEE new insurance on the premises satisfactory to MORTGAGEE.

If MORTGAGOR fails to procure and deliver such new insurance, MORTGAGEE may, but shall not be obligated to, procure same, and upon demand, MORTGAGOR shall reimburse MORTGAGEE all such costs expended with interest on such advance at the rate set forth in the note secured hereby. MORTGAGOR shall give immediate notice in writing to MORTGAGEE of any loss, injury or damage affecting the

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anyone making changes to this document without the express written consent of the County Clerk's Office. This document is intended for informational purposes only and should not be used as a legal document. The County Clerk's Office is not responsible for any errors or omissions in this document.

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mortgaged real estate caused by any casualty or occurrence. Full power is hereby conferred on MORTGAGEE to settle and compromise claims under all policies and to demand, receive, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any holder of the note or to the grantee of the real estate in the event of the foreclosure of this mortgage and security agreement or other transfer of title to the real estate in extinguishment of the indebtedness(es) secured hereby. In the event of loss covered by any of the policies of insurance herein referred to, each individual insurance company concerned is hereby authorized and directed to make payment for such loss directly to the MORTGAGEE instead of to the MORTGAGOR and the MORTGAGEE jointly, and the insurance proceeds, after deducting all costs of collection, including reasonable attorneys' fees, may be applied by the MORTGAGEE at its option, either as a payment on account of the indebtedness(es), secured hereby, whether or not then due or payable, or toward the restoration, reconstruction, repair, or alteration of the real estate, either to the portion thereof by which said loss was sustained or any portion thereof.

(b) That together with and in addition to the monthly payment of principal and interest, and on the same date on which the principal and interest are payable under the terms of the note secured hereby, MORTGAGOR, if required by MORTGAGEE, shall deposit with the MORTGAGEE, in a non-interest bearing account, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the real estate and which may attain priority over this mortgage, and ground rents, if any, plus one-twelfth (1/12) of the yearly premiums for insurance that will become due and payable by fire or such other hazard as may reasonably be required by the MORTGAGEE. If the amount of the funds held shall not be sufficient at any time to pay taxes, assessments, ground rents, and insurance premiums as they fall due, MORTGAGOR shall pay to MORTGAGEE any amount necessary to make up the deficiency upon notice from MORTGAGEE to MORTGAGOR requesting payment thereof. Upon payment in full of all sums secured by this mortgage, MORTGAGEE shall promptly refund the MORTGAGOR any funds held.

(c) That MORTGAGOR shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied, or assessed upon the real estate or any part thereof, which may be or become a lien prior to this MORTGAGE or have priority in payment to the indebtedness(es) secured hereby, or upon MORTGAGEE'S interest therein or upon this MORTGAGE or other indebtedness(es) or evidence of indebtedness(es) secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon MORTGAGEE; upon the passage of any law imposing the payment of the whole of any part thereof upon MORTGAGEE or upon the rendering by an appellate court of competent jurisdiction that the undertaking by MORTGAGOR to pay such taxes is legally inoperative, then the indebtedness(es) secured hereby without deduction shall, at the option of MORTGAGEE, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore enacted; and MORTGAGOR shall not suffer or permit any such taxes on the said real estate to become or



remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further shall furnish annually to MORTGAGEE within ten days after the due date, when they become delinquent certificates or receipts of the proper officers showing full payment of all such taxes and assessments.

3. That the real estate and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon.

4. That no building or other improvement on the real estate shall be materially altered, removed or demolished, without the MORTGAGEE'S prior written consent, nor shall any fixture of chattel covered by this MORTGAGE and adapted to the proper use and enjoyment of the real estate be removed at any time without like consent unless actually replaced by an article of equal suitability owned by MORTGAGOR. In the event of any breach of this covenant the MORTGAGEE may, in addition to any other rights or remedies, at any time thereafter, declare the whole of the indebtedness(es) secured hereby immediately due and payable.

5. That MORTGAGOR agrees that the indebtedness(es) hereby secured shall at once become due and payable and this mortgage subject to foreclosure as provided for herein, at the option of holder hereof, when and if any statement of lien is filed under the statutes of the State of Illinois relating to the liens of mechanics and materialmen, without regard to form and contents of such statement, and without regard to the existence or nonexistence of the debt, or any part thereof, or of the lien on which such statement is based.

6. That MORTGAGOR shall comply with all statutes, ordinances, regulations and laws promulgated by any governmental entity asserting jurisdiction over the real estate and any and all legal requirements shall be fully complied with by MORTGAGOR.

7. That if MORTGAGOR fails to insure the real estate as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against the real estate or the indebtedness(es) secured hereby, or any interest of MORTGAGEE in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this MORTGAGE, MORTGAGEE may, at its option, insure the real estate and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which MORTGAGEE shall have so paid shall constitute a debt to MORTGAGEE additional to the indebtedness(es) secured hereby; shall be secured by this MORTGAGE; shall bear the interest set out in the note hereinabove referred to from date paid or incurred; and, at the option of MORTGAGEE, shall be immediately due and payable.

8. That MORTGAGOR agrees that no delay or failure of MORTGAGEE to exercise any option to declare the maturity of any indebtedness(es) secured by this MORTGAGE, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past default which has not been cured or present default, and it is further agreed that no terms or conditions

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1968 JAN 15



contained in this MORTGAGE can be waived, altered or changed except as evidenced in writing, signed by the MORTGAGOR and by the holder hereof; and the procurement of insurance or the payment of taxes or other liens, debts or charges by MORTGAGEE shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness(es) hereby secured by reason of the failure of MORTGAGOR to procure such insurance or to pay such taxes, debts, liens or charges.

9. That if MORTGAGEE shall be made a party to any suit involving the title to the real estate and employes an attorney to represent it therein, or if MORTGAGEE employs an attorney to assist in settling or removing any cloud on the title to the real estate hereby conveyed that purports to be superior to the lien of this mortgage in any respect, MORTGAGOR will pay to MORTGAGEE, when the same becomes due, such attorney's fee as may be permitted by law and as may be reasonable for such services, and if such fee is paid or incurred by MORTGAGEE the same shall be secured by the lien of the MORTGAGE in addition to the indebtedness(es) secured hereby, and shall bear interest from the date it is paid or incurred at the rate set out in the note hereinabove referred to and shall be at once due and payable.

10. That all expenses incurred by MORTGAGEE, including reasonable attorney's fee, in compromising, adjusting or defending against lien claims or encumbrances sought to be fixed upon the real estate hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the indebtedness(es) hereby secured.

11. That MORTGAGOR agrees to pay a reasonable attorney's fee as may be permitted by law to MORTGAGEE should the MORTGAGEE employ an attorney to collect any indebtedness(es) secured by this MORTGAGE.

12. That notwithstanding that the assignment of awards hereinabove referred to shall be deemed to be self executing, MORTGAGOR, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at MORTGAGEE'S request, and forthwith deliver to MORTGAGEE, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to MORTGAGEE, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this MORTGAGE and any advances made by MORTGAGEE as herein provided then remaining unpaid, with interest thereon at the rate specified herein, or in the note which this MORTGAGE secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said note or of this MORTGAGE.

13. That if MORTGAGOR shall default in the payment of any of the indebtedness(es) hereby secured or in the performance of any of the terms or conditions hereof, MORTGAGEE may proceed to collect the rent, income and profits from the real estate, either with or without the appointment of a receiver; any rents, income and profit collected by MORTGAGEE prior to foreclosure of this MORTGAGE, less the cost of collecting the same, including any real estate commission or reasonable attorney's fee incurred, shall be credited first to advances with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt(s) hereby secured.



14. That in the event of the enactment of any law by the State of Illinois, after the date of this MORTGAGE, deducting from the value of the real estate for the purpose of taxation any lien thereon, or imposing any liability upon MORTGAGEE, in respect of the indebtedness(es) secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this MORTGAGE, MORTGAGOR shall pay any such obligation imposed on MORTGAGEE thereby, and in the event MORTGAGOR fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this MORTGAGE, together with the interest due thereon shall, at the option of MORTGAGEE, without notice to any party become immediately due and payable.

15. That should MORTGAGOR or any Guarantor become insolvent or bankrupt; or should a receiver of MORTGAGOR'S property be appointed; or should MORTGAGOR intentionally damage or attempt to remove any improvements upon said mortgaged real estate; or should it be discovered after the execution and delivery of this instrument that there is a defect in the title or a lien or encumbrance of any nature on the real estate prior to the lien hereof; or in case of an error or defect in the above described note or this instrument or in the execution or the acknowledgement thereof; or if a homestead claim be set up to the real estate or any part thereof adverse to this MORTGAGE and if the said MORTGAGOR shall fail for thirty (30) days after demand by the MORTGAGEE, or other holder or holders of said indebtedness(es) to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said note or this instrument or its execution; then, upon any such default failure or contingency, the MORTGAGEE or other holder or holders of said indebtedness(es) or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness(es) then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this MORTGAGE.

16. That it is the intent of the MORTGAGOR and MORTGAGEE to secure any and all indebtedness(es) of said MORTGAGOR to MORTGAGEE, now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this MORTGAGE is intended and does secure, not only the indebtedness hereinabove specifically referred to, but also any and all other debts, obligations and liabilities, of said MORTGAGOR and any guarantors of the Note secured herein to said MORTGAGEE, whether now existing or hereafter arising, and any and all extensions or renewals of same, any part thereof, at any time before actual satisfaction and cancellation of this MORTGAGE in the Public Records of Cook County, Illinois, and whether the same be evidenced by promissory note, open account, endorsement, guaranty agreement, pledge agreement, or otherwise; that it is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying or diminishing the force, effect or lien of this MORTGAGE; and the lien priority of this MORTGAGE shall continue on all of the real estate and other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of said indebtedness(es) or any part thereof shall in any

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That in the event of the death of any law by the State of Illinois, after the date of this mortgage, the value of the property shall be determined as if the property were sold at public sale, and the proceeds of such sale shall be distributed to the parties to this mortgage in the same manner as if the property were sold at public sale, and the proceeds of such sale were distributed to the parties to this mortgage in the same manner as if the property were sold at public sale.

That in the event of the death of any law by the State of Illinois, after the date of this mortgage, the value of the property shall be determined as if the property were sold at public sale, and the proceeds of such sale shall be distributed to the parties to this mortgage in the same manner as if the property were sold at public sale, and the proceeds of such sale were distributed to the parties to this mortgage in the same manner as if the property were sold at public sale.

That in the event of the death of any law by the State of Illinois, after the date of this mortgage, the value of the property shall be determined as if the property were sold at public sale, and the proceeds of such sale shall be distributed to the parties to this mortgage in the same manner as if the property were sold at public sale, and the proceeds of such sale were distributed to the parties to this mortgage in the same manner as if the property were sold at public sale.

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manner be impaired or affected by the execution of this MORTGAGE; and no security subsequently taken by MORTGAGEE holders of said indebtedness(es) shall in any manner impair or affect the security given by this MORTGAGE; and all security for the payment of said indebtedness(es) or any part thereof shall be taken, considered and held as cumulative.

17. That MORTGAGOR agrees for itself and any and all persons or concerns claiming by, through or under MORTGAGOR, that if it or any one or more of them shall hold possession of the above described real estate or any part thereof subsequent to foreclosure hereunder, it or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the real estate, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

18. That MORTGAGOR agrees to faithfully perform all the covenants of the lessor or landlord under present and future leases affecting the mortgaged real estate, and neither do nor neglect, nor permit to be done, anything which may diminish or impair their value, or the rents provided for therein, or the interest of the lessor or of the MORTGAGEE therein or thereunder.

19. That MORTGAGOR shall furnish to MORTGAGEE within sixty (60) days after the close of each fiscal year of MORTGAGOR, such financial records as the holder of this MORTGAGE may require including, but not limited to, annual statements itemizing the income and expenses, an itemized rent roll, together with a complete financial statement of MORTGAGOR'S assets and liabilities and its profit and loss statement and current personal financial statements on all Guarantors of indebtedness(es) secured hereby. Such statements shall be prepared by a certified public accountant acceptable to MORTGAGEE or at MORTGAGEE'S discretion be supported by the affidavit of MORTGAGOR. Upon MORTGAGEE'S request, MORTGAGOR shall at any time furnish to MORTGAGEE the current status of leases covering the real estate, together with rentals and related information, and allow MORTGAGEE to enter on and inspect the real estate. Said information shall be given to MORTGAGEE at no expense to MORTGAGEE.

20. That no right, title or interest in or to the mortgaged real estate, or any part thereof, shall be sold, transferred, assigned, collaterally assigned, conveyed, mortgaged or encumbered by a lien subordinate to the lien of this mortgage (including a grant of easement which would materially affect the use or value of the real estate) at any time prior to the payment in full of the indebtedness(es) secured hereby without first obtaining the prior written consent and approval of MORTGAGEE which consent and approval shall be within MORTGAGEE'S sole discretion. Furthermore, any sale, exchange, assignment or transfer of the existing general partners' interest or any transfer of the interest of a general partner, without the prior written consent of Mortgagor, will constitute a default herein. In the event of any violation of this provision, the entire unpaid balance of the indebtedness(es) secured hereby, together with all interest thereon, shall become due and payable

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immediately at the option of MORTGAGEE without notice to MORTGAGOR, and shall be recoverable by MORTGAGEE forthwith or at any time thereafter without stay of execution or other process and failure of MORTGAGOR to pay all monies to MORTGAGEE secured by this mortgage shall be an act of default entitling MORTGAGEE to foreclose this mortgage in accordance with the terms hereof.

21. That provided always that if MORTGAGOR pays the indebtedness(es) secured by this mortgage, and reimburses MORTGAGEE, its successors and assigns, for any amount it may have expended pursuant to the authorization of this MORTGAGE, including without limitation, sums spent in payment of taxes, assessments, insurance or other liens and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this MORTGAGE shall remain in full force and effect.

22. That any promise made by MORTGAGOR herein to pay money may be enforced by a suit at law, and the security of this MORTGAGE shall not be waived thereby, and as to such debts the MORTGAGOR waives all rights of exemption under the laws and Constitution of the State of Illinois and agrees to pay as permitted by law a reasonable attorney's fee for the collection thereof.

23. That no delay or failure of MORTGAGEE to exercise any option herein given or reserved shall constitute a waiver of such option or estop MORTGAGEE from afterwards exercising same or any other option at any time, and the payment, or contracting to pay, by MORTGAGEE of anything MORTGAGOR has herein agreed to pay shall not constitute a waiver of default of MORTGAGOR in failing to make said payments and shall not estop MORTGAGEE from foreclosing this MORTGAGE on account of such failure of MORTGAGOR.

24. That wherever and whenever in this MORTGAGE it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mail, return receipt requested, addressed as follows:

To Mortgagor:	American National Bank and Trust Company of Chicago Trust Agreement dated November 19, 1986 and known as Trust No. 100624-04 Attn: Land Trust Department 33 N. Dearborn Street Chicago, Illinois 60602
With copy to:	David Zazove and Raymond Cahnman c/o Ellis B. Rosenzweig Sachnoff, Weaver & Rubenstein, Ltd. 30 S. Wacker Drive 29th Floor Chicago, Illinois 60606
To Mortgagee:	Goldome Credit Corporation Attn: Commercial Loan Division Goldome Center Two Perimeter Park South

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Post Office Box 43200  
Birmingham, Alabama 35243

With a copy to:

Roger J. Brejcha  
Kirkland & Ellis  
200 E. Randolph Drive - Suite 5900  
Chicago, Illinois 60601

25. That singular or plural words used herein to designate the MORTGAGOR shall be construed to refer to the make of this MORTGAGE, and all covenants and agreements herein contained shall bind the successor and assigns of the MORTGAGOR, and every option, right and privilege herein reserved or secured to MORTGAGEE shall inure to the benefit of its successors and assigns.

26. That the unenforceability or invalidity of any provision or provisions of this MORTGAGE shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of MORTGAGEE hereunder are cumulative and not alternative, and are in addition to those provided by law.

27. This MORTGAGE shall further secure such future or additional advances as may be made by the MORTGAGEE, its successors and assigns, at its option to the MORTGAGOR or its successors in title for any purpose provided that all such advances are to be made within five (5) years from the date of this MORTGAGE, or within such lesser period of time as may be hereafter provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional future or additional advances as against the right of creditors or subsequent purchasers for a valuable consideration. The total amount of indebtedness secured by this MORTGAGE may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of One Million Twenty-Three Thousand and No/100 Dollars (\$1,023,000.00), plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance or any other advances provided for herein on the property covered by the lien of this MORTGAGE, with interest on such disbursements.

28. MORTGAGEE may make or cause to be made reasonable entries upon and inspections of the premises secured hereby during business hours, provided that MORTGAGEE shall give MORTGAGOR reasonable notice prior to any such inspection.

29. It is further covenanted and agreed by the MORTGAGOR and MORTGAGEE that in the event of a suit being instituted to foreclose this MORTGAGE, the MORTGAGEE shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a Receiver of all and singular the mortgaged property, and of all the rents, income profits, issues and revenues thereof from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a Receiver of said mortgaged property, all and singular, and of such rents, income, profits, issues and revenues thereof from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such court as a matter of strict right to the MORTGAGEE and without reference to the adequacy or inadequacy of the value of



the property hereby mortgaged, or to the solvency or insolvency of the MORTGAGOR, and that such rents, income, profits, issues and revenue shall be applied by such Receiver to the payment of the mortgage indebtedness, costs, and charges, according to the order of such Court.

30. If an action or proceeding be commenced either at law or in equity (except an action to foreclose this mortgage or to collect the indebtedness secured thereby), which action or proceeding purports to affect the security hereof, or to which the MORTGAGEE is made a party, or in which it may be necessary or proper to prove the amount thereof, the MORTGAGEE may appear in or defend such action or proceeding, and all sums incurred by the MORTGAGEE in such action or proceeding, including all costs, disbursements, charges, fees and reasonable attorneys' fees, as well as the costs of evidence of title shall be allowed and paid, and the MORTGAGOR agrees to pay all such sums, as well as reasonable attorneys' fees incurred in recovering or collecting the debt.

31. If a default occurs, or if foreclosure or collection proceedings of any subordinate and inferior mortgage or any junior lien of any kind or superior liens of any kind upon the said property or any part thereof shall be instituted, then this MORTGAGE shall be in default and the MORTGAGEE may, at its option, and without notice to anyone, except as otherwise herein provided, immediately or thereafter declare this MORTGAGE and any and all indebtedness secured hereby due and payable forthwith, and thereupon may, at its option, proceed to foreclose this mortgage.

32. The MORTGAGOR does hereby mortgage, transfer, set over and assign unto the MORTGAGEE as additional security for the payment of the mortgage indebtedness all of the rents, issues, income and profits from the premises, and the MORTGAGOR does hereby transfer, set over, assign and pledge to the MORTGAGEE all leases now or hereafter placed upon the premises, or any part thereof; and in the event of a default under any of the covenants and provisions of this MORTGAGE, the MORTGAGEE is hereby authorized and empowered to collect and receive all such rents, issues, income and profits due and to become due from any and all tenants using or occupying the premises, or any part thereof, and to apply the same against the defaulted payments. So long as there shall be no default hereunder, the MORTGAGOR shall have the right to collect, receive and use, any and all such rents, income and profits derived and to be derived from the premises.

33. All the terms and provisions of a note, security agreement and assignment of rents bearing even date herewith between Mortgagor and Mortgagee are hereby incorporated into the Mortgage.

34. Notwithstanding anything to the contrary contained herein Mortgagor shall be permitted to contest in good faith by appropriate proceedings any real estate taxes, special assessments, mechanic lien claims or other liens or any rules, regulations or ordinances of any Federal, State or Local governmental agencies having jurisdiction over the operation of the business on the Real Estate without being in default under this Agreement. The words "contest in good faith and by appropriate proceedings" as used in this MORTGAGE, shall be deemed and construed to require MORTGAGOR to (and to be satisfied if MORTGAGOR does): (a) initiate or defend in good faith in

# UNOFFICIAL COPY

FILE NO. 2008-00000000

The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy.

Witness my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2008.

CLERK OF COOK COUNTY

Notary Public in and for the State of Illinois

My commission expires on the 1st day of January, 2009.

Subscribed and sworn to before me this 1st day of January, 2008.

Notary Public

Witness my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2008.

CLERK OF COOK COUNTY

Notary Public in and for the State of Illinois

My commission expires on the 1st day of January, 2009.

11/11/08

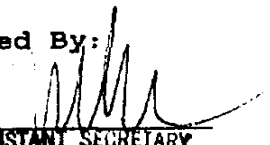
appropriate legal, administrative or arbitration proceeding contesting the validity, amount or application or the matter contested, which proceeding shall operate to prevent the sale or demolition of the REAL ESTATE or any part thereof to satisfy such collection; (b) diligently and in good faith to pursue or defend such proceeding, and (c) as and when requested by the MORTGAGEE to give, post or pledge such reasonable security as may be demanded by MORTGAGEE to prevent any sale or demolition of the REAL ESTATE or any part thereof by reason of the matter contested.

35. THIS MORTGAGE is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by each original and successive owner or holder of this Mortgage that nothing herein contained shall be construed as creating any personal liability of the Trustee to pay the note or any interest that may accrue hereunder, all such liability, if any, being expressly waived and that any recovery on the note or on the mortgage given to secure its payment shall be solely against and out of the property described in said mortgage by enforcement of the provisions contained in said mortgage and note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of this note to the extent applicable. Each original and successive owner or holder of this mortgage accepts the same upon the express condition that no duty shall rest upon the trustee to sequester the rents, issues and profits arising from the property described in said mortgage or the proceed arising from the sale or other disposition thereof.

IN WITNESS WHEREOF, the undersigned have duly executed this instrument on the day and year first above written.

American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 19, 1986 and known as Trust Number 100524-04

Attested By:

  
ASSISTANT SECRETARY

By:

  
Second Vice President



STATE OF ILLINOIS )  
 )  
COUNTY OF C O O K ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that

\_\_\_\_\_ and \_\_\_\_\_ Vice President and Assistant Secretary respectively of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association, 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 act and as the free and voluntary act of said American National Bank and Trust Company of Chicago, as Trustee for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said American National Bank and Trust Company of Chicago, as Trustee caused the corporate seal of said American National Bank and Trust Company of Chicago as Trustee to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 18<sup>th</sup> day of December, 1986.

  
\_\_\_\_\_  
Notary Public

My commission expires:

NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

DATE: 11/15/2011

STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE,  
 January 11, 1911.  
 REPORT  
 OF THE  
 COMMISSIONERS OF THE  
 STATE OF ILLINOIS,  
 CONCERNING THE  
 PROCEEDINGS OF THE  
 SENATE IN THE  
 MATTER OF THE  
 PETITION OF  
 THE PEOPLE OF THE  
 STATE OF ILLINOIS,  
 FOR THE  
 REVISION OF THE  
 CONSTITUTION OF  
 THE STATE OF  
 ILLINOIS.

Printed and bound by the State of Illinois, 1911.  
 Reprinted, 1933.

Public

Property of Cook County Clerk's Office

11/15/2011



EXHIBIT A

Lots 1, 2, 3, 4, 5, and 6 in Origer and Davis Addition to Rosemont, being a subdivision of part of the North West Fractional 1/4 of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

*D.L.O*

Permanent Tax No.	12-04-102-046-0000	<i>L-1</i>
	12-04-102-051-0000	<i>L-2</i>
	12-04-102-052-0000	<i>L-3</i>
	12-04-102-053-0000	<i>L-4</i>
	12-04-102-054-0000	<i>L-5</i>
	12-04-102-055-0000	<i>L-6</i>

*Dr.*

Common address of property: 6240-90 Kirchoff Road  
Rosemont, Illinois

Instrument Prepared By:

Mail To:

Roger J. Brejcha  
Kirkland & Ellis  
200 E. Randolph Drive  
Chicago, IL 60601

Roger J. Brejcha  
Kirkland & Ellis  
200 E. Randolph Drive  
Chicago, IL 60601

OX 333-HV  
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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

PROPERTY TAX

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Property of Cook County Clerk's Office

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