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JUNIOR CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS INDENTURE (hereinafter referred to as this "Indenture") made as of this 19th day of September, 1985, by LA SALLE NATIONAL BANK, not individually, but solely as Trustee under a Trust Agreement dated May 1, 1984 and known as "Trust Number 107983 ("Trustee" or "Borrower" or "Mortgagor"), to INRYCO, INC., a Delaware Corporation ("Lender" or "Mortgagee"), having an office at 2275 Half Day Road, Deerfield, Illinois 60015,

W I T N E S S E T H:

WHEREAS, Borrower has contemporaneously executed and delivered to Lender a promissory note (hereinafter, together with any revision or extension thereof or substitution therefor, the "Note") dated of even date, in the principal sum of FOUR MILLION DOLLARS (\$4,000,000.00), (the "Loan") with principal and interest being payable in accordance with the terms thereof and maturing on May 17, 1986, which date may be extended two (2) additional six (6) month periods under conditions contained in the Note. As part of the Note interest is to be compounded monthly and added to principal, and the principal amount of the Note is subject to prepayment in accordance with the terms of the Note and

WHEREAS, Lender has of even date herewith executed a Payment Guaranty ("Guaranty") to Bank of Montreal, guaranteeing all costs, expenses, etc. in excess of \$19,000,000 which Borrower has expended or will expend to complete and operate the project contemplated by this Indenture; and

WHEREAS, Lender is desirous of securing the prompt payment of the Note together with interest thereon and any additional indebtedness accruing to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee pursuant to the Note or this Indenture or to the Guaranty (all hereinafter sometimes collectively referred to as the "indebtedness secured hereby").

GRANTING CLAUSES

NOW, THEREFORE, in consideration of \$1.00 in hand paid and other consideration, receipt and sufficiency whereof are hereby acknowledged, and to secure (i) the payment of the principal sum and interest thereon, according to the provisions of the Note, (ii) the reimbursement to Lender and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Indenture, for all moneys which may be advanced as herein provided and for any and all costs and expenses (including, to the extent permitted by law, reasonable counsel fees and expenses) incurred or paid on account of any litigation at law or in equity which may arise in respect of this Indenture or of the obligations secured hereby or the lands and premises and other property herein mentioned or in obtaining possession of said lands and premises and other property after any sale which may be made as hereinafter provided, or in enforcing the obligations hereunder of Borrower, (iii) the performance and observance of the covenants, agreements and conditions contained herein and in the Note, (iv) the payment

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of all such sums, if any, as may be expended or advanced by Lender in the performance of any obligation of Borrower hereunder, and (v) the payment of any and all other indebtedness which this Indenture by its terms secures, and in order to charge with such performance and with such payments the said lands and premises and other property herein described and the rents, revenues, issues, income and profits thereof, Borrower does hereby assign, give, grant, convey, mortgage, grant a security interest in and warrant to Lender, its successors and assigns, for the benefit and security of Lender, its successors and assigns, forever, with power of sale, subject to the rights of and the priority of the lien of the Bank of Montreal as contained in that certain Construction Mortgage and Security Agreement with Assignment of Rents dated September 19, 1985 ("Bank of Montreal Mortgage") to which this Indenture is expressly subordinate, the following property:

A. The parcel of land located in the County of Cook, State of Illinois, more particularly described on Exhibit A attached hereto, together with the rights, privileges, easements and hereditaments thereto belonging or in any way appertaining (collectively, the "Land") and together with (i) all the right, title, estate and interest of Borrower in and to all buildings, structures and other improvements presently situated, or hereafter constructed, upon the Land and the rights, privileges, easements, fixtures and appurtenances now or at any time hereafter thereunto belonging or appertaining (collectively, the "Improvements"), which Improvements will include, without limitation, a 190,000 square foot shopping center facility with four (4) additional shopping/restaurant facilities of 5,000 square feet each and (ii) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever (including all components thereof), other than trade fixtures, inventory and consumable goods, now or hereafter located in or upon the Land or the Improvements or any part thereof and used or usable in connection with any present or future operation thereof (other than such items which are owned by tenants of the Improvements) together with all additions, replacements, modifications and alterations thereof (collectively, the "Equipment") including but not limited to, all heating, lighting, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, ducts and compressors and all movable personal property. All Equipment is part and parcel of the real estate and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purpose of this Indenture be deemed conclusively to be real estate and mortgaged hereby. (The Land, the Improvements and the Equipment, together with all of the real and personal property and interests described elsewhere in these Granting Clauses, are herein collectively called the "Property.") Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Indenture on any of the Property.

B. All right, title, estate and interest, including the right of use or occupancy, which Borrower may now have or hereafter acquire in and to: (i) the land or real estate of others adjoining or adjacent to the Property; (ii) the streets or public places and the land occupied thereby adjoining or adjacent to the Property; and (iii) the rivers, if any, adjoining or adjacent to the Property.

C. All of Borrower's right, title, estate and interest in and to (i) all insurance proceeds paid or payable for damage done to the Property (the "Insurance Proceeds") and (ii) all past and future awards or damages made to or for the account of

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Borrower for the permanent or temporary taking by eminent domain or similar proceedings of, or injury to, all or any part of the Property or any interest therein (the "Eminent Domain Awards").

D. Any and all other, further or additional rights, title, estates and interests which Borrower may now own or hereafter acquire in and to the Property, Borrower expressly agrees that if Borrower shall at any time acquire any other right, title, estate or interest in and to the Property, the lien of this Indenture shall attach to and encumber such other right, title, estate or interest as a permanent lien thereon paramount to all matters except for those set forth in Exhibit B attached hereto, and the Bank of Montreal Mortgage.

Also, as additional security for all obligations and indebtedness secured hereby, Borrower does hereby transfer, pledge and assign to Lender, from and after the date hereof (including any period allowed by law for redemption after any foreclosure or other sale), subject to the Bank of Montreal Mortgage, (i) all present and future leases, subleases, licenses, concessions, tenancies and occupancy agreements of all or any portion of the Property, as the same may be modified, renewed or extended ("the Leases"), and (ii) all the rents, issues and profits of the Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing to Borrower under the Leases, together with the right, but not the obligation, upon the occurrence of an Event of Default (as hereinafter defined) to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness secured hereby and to demand, sue for and recover the same when due or payable.

Borrower hereby grants to Lender a security interest in (a) the Equipment, (b) the Insurance Proceeds, (c) the Eminent Domain Awards, and (d) all proceeds of the foregoing and this Indenture shall be effective as a security agreement pursuant to the Uniform Commercial Code, as enacted and in effect in the State of Illinois (the "Code").

HABENDUM

TO HAVE AND TO HOLD the Property, rights and privileges hereby conveyed or assigned, or intended so to be, to Lender, its successors and assigns, for the benefit and security of Lender, its successors and assigns, forever, with power of sale (if allowed under applicable law), for the uses and purposes set forth, subject, however, to the matters set forth in Exhibit B and the Bank of Montreal Mortgage.

REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS AND CONDITIONS

Borrower hereby makes the following representations, warranties, covenants, agreements and conditions:

1. Representations and Warranties. In order to induce Lender to accept the Note and to make the Loan, Borrower represents and warrants that (a) it has full power, authority and legal right to execute and deliver this Indenture as security for the Note and to encumber the Property and grant a security interest in the Equipment, Insurance Proceeds and Eminent Domain Awards, (b) Borrower is the sole holder of record title to the Property, (c) other than items of personal property included in the Equipment, in respect of which such title is good and merchantable, Borrower is the owner in fee simple of the Property, free and clear of all liens, claims, charges, easements, restrictions, reversions, encumbrances, security interests, conditional sales contracts and other matters except this Indenture and the matters set forth in Exhibit

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document is a copy of the original document and is not a certified copy. It is not to be used as evidence in any court of law. The original document is the only one that should be used for legal purposes.

Additional information regarding this document can be found in the accompanying exhibits. These exhibits provide a detailed breakdown of the information contained within the document and are intended to provide a clear and concise summary of the key points.

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B and the Bank of Montreal Mortgage and (d) this Indenture constitutes a valid mortgage on, and security interest in, the Property. Borrower, at its expense, will warrant and defend its title to the Property and the security priority of this Indenture against all claims and demands and will maintain and preserve such security priority as long as any indebtedness secured by this Indenture remains outstanding.

2. Covenants of Borrower as to Payout, Performance, Transfers, Etc.

(a) Borrower shall (i) pay, when due, all principal, interest and additional interest (if any), on the Note in accordance with its terms, and, when due, all other indebtedness secured hereby and (ii) perform and comply with all agreements, covenants and conditions imposed upon or assumed by Borrower by virtue of the provisions of any deed, conveyance, agreement or ordinance pursuant to which Borrower or any predecessor in title of the Property acquired the Property or any rights or privileges appurtenant thereto or for the benefit thereof. All payments shall be made without demand or presentation or surrender of any note.

(b) Borrower will not, without the prior written consent of Lender, (i) enter into, amend, modify, cancel or terminate (except after default by a tenant) any of the Leases or accept a surrender of any Leases, give any consent or waiver thereunder, or make any acceptance or rejections thereunder; or (ii) do or permit to be done, or omit to do or permit the omission of, any act or thing, the doing of or omission to do, which might (w) directly impair the security of this Indenture or (x) result in the termination or direct impairment of any of the Leases or any of the rights of Borrower created thereby, or (y) either with the passage of time or the giving of notice, or both, constitute a default under any of the Leases, or (z) constitute grounds for the termination of any of the Leases; or (iii) allow any portion of the Property to be sublet or the interest of the tenant under any of the Leases to be assigned; or (iv) assign its interest in any of the Leases, or permit such interest to be assigned, except to Lender, as provided herein, and to the Bank of Montreal. Lender hereby expressly agrees that if Borrower has received the written consent of Bank of Montreal to any of the actions listed at (i) through (iv) above, then Lender's consent shall be conclusively presumed.

(c) Borrower, promptly after obtaining knowledge thereof, will notify the Lender or its authorized representatives of any default under any of the Leases or of any action or proceeding materially and adversely affecting the Property or any tenant under any of the Leases.

(d) Borrower shall at all times perform and comply with all of the terms, covenants and conditions of the Leases, maintain the Leases in full force and effect and, subject to the provisions of paragraph (b) above, enforce the Leases in accordance with their respective terms. Borrower shall take all such action under the Leases as may be reasonably requested by Lender.

(e) To the extent not provided by applicable law, Borrower agrees that any Lease, now existing or later entered into, shall provide that in the event of the enforcement by Lender of the remedies provided for by law or by this Indenture, the tenant shall, upon request of any person succeeding to the interest of Borrower as a result of such enforcement, automatically become the tenant of said successor in interest without change in the terms or other provisions of such Lease. However, said successor in interest shall not be bound by (i) a payment of rent or additional rent for more than one month in

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advance, except prepayments in the nature of security for the performance by tenant of its obligations under said Lease, or (ii) an amendment or modification of the Lease made without the consent of Lender or such successor in interest. Borrower shall cause the tenant under any of the Leases, upon the request of Lender to Borrower, to execute and deliver an instrument or instruments confirming such attornment.

(f) Borrower shall not, without the prior written consent of Lender, which consent shall not be unreasonably withheld, assign, sell, lease or otherwise dispose of, including a voluntary conveyance as a result or in lieu, or in anticipation of the exercise of the right of condemnation or eminent domain, all or any part of the Property. Any such sale, assignment, lease or disposition made without Lender's prior written consent shall be null and void and of no force and effect and shall at Lender's option constitute an Event of Default (as hereinafter defined).

(g) Borrower will promptly discharge any mortgage, lien (including the liens of mechanics and materialmen), pledge, title retention agreement, attachment, security interest, charge or encumbrance which may affect the Property or any part thereof, whether prior to, or on a parity with or subordinate to the lien of this Indenture, except (i) this Indenture, (ii) matters set forth on Exhibit B and the Bank of Montreal Mortgage, (iii) matters being contested in good faith and by appropriate proceedings in the manner permitted by Section 9 of this Indenture. If any lien not permitted is filed, such lien shall be null and void and of no force and effect. Borrower will cause the same to be discharged promptly by payment, bonding or otherwise to the satisfaction of Lender and will exhibit to Lender, upon request, evidence of payment and discharge satisfactory to Lender. Borrower's failure to promptly discharge such lien or encumbrance shall at Lender's option constitute an Event of Default under this Indenture.

3. Recordation, Filing, etc. Borrower shall at all times cause this Indenture and each amendment, modification or supplement thereto to be recorded, registered and filed and kept recorded, registered and filed in such manner and in such places as appropriate. Borrower shall comply with all applicable statutes and regulations, in order to establish, preserve and protect the security priority of (i) this Indenture on the Property, (ii) the rights of Lender hereunder. Borrower shall pay, or cause to be paid, all taxes, fees and other charges incurred in connection with such recording, registration, filing and compliance and shall furnish to Lender evidence satisfactory to it that all rerecordings, re-registrations, filings and refilings have been effectively made.

3A. Title Policy. Borrower shall, immediately after recording of this Indenture furnish to Lender a title insurance policy issued by Intercounty Title Insurance Company of Illinois, in the amount of the Note, insuring this Indenture as a valid lien upon the Property subject only to those exceptions set forth in Exhibit B and customary objections and exceptions relating to the issuance of the policy which, by their nature, cannot be cured until completion of construction. Such title insurance policy shall contain such special endorsements as Lender may require.

3B. Survey. Borrower shall have furnished to Lender, simultaneous with execution of the Indenture a plat of survey of the Property made by a licensed surveyor satisfactory to the Lender, in triplicate, showing, through the use of course bearings and distances: (i) all foundations of any building located thereon and driveways and fences, if any, in place; (ii) all easements and roads or rights of way and setback lines, if any, affecting the Property, and that the same are

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unobstructed; (iii) the dimensions, boundaries, and square footage of the Property; (iv) all foundations and other structures so placed that the Improvements are within the lot lines and in compliance with any restrictions of record or ordinances relating to the location thereof; (v) the dimensions of all buildings and distance of all material improvements from the lot lines; and (vi) no encroachments by improvements located on adjoining property. Said survey shall be certified not earlier than 60 days prior to the date of this Indenture in accordance with standards issued by American Land Title Association bearing a proper certificate by the surveyor, which certificate shall include the legal description of the Property and shall be certified in favor of the Lender, Borrower and Intercounty Title Insurance Company of Illinois.

4. Maintenance of Property; Alterations. Borrower shall: not abandon all or any portion of the Property; keep the Property, or cause the Property to be kept, in good, safe and insurable condition; maintain, repair and restore all Improvements and Equipment and keep and maintain each item of the Equipment in good operating condition, ordinary wear and tear excepted, not commit or suffer waste; not demolish the Improvements or any part thereof; promptly repair or restore or rebuild, or cause to be promptly repaired, restored or rebuilt, all Improvements now or hereafter constituting a part of the Property which may become damaged or destroyed, with materials and workmanship of as good quality as existed before such damage or destruction; refrain from impairing or diminishing the value of the Property or the security value of this Indenture; not use, maintain, operate or occupy or allow the use, maintenance, operation or occupancy of any portion of the Property for any purpose which may be dangerous (unless safeguarded as required by law) or which may cause a public or private nuisance or which makes void, voidable or cancellable, or increases the premium of, any insurance then in force with respect to the Property unless, in the case of increased premiums, Borrower gives Lender proof of payment thereof; make no alterations in or additions to the Improvements from time to time in or on the Property or constituting a part of the Property except as required by governmental authority or except with the prior consent of Lender, which consent shall not be unreasonably withheld; and not remove the Equipment from the Property without the prior consent of Lender, which consent shall not be unreasonably withheld. Borrower further agrees that it shall permit Lender and the agents of Lender (i) to enter and inspect the Property at any time during normal business hours and (ii) with prior notice to Borrower, at Lender's option to make such repairs, replacements, renewals, or additions or perform such items of maintenance to the Property as Lender may reasonably require in order to protect and maintain the same in good, safe and insurable condition. Nothing contained in this Section 4 shall be deemed to impose any duty upon Lender or in any manner limit the obligations of Borrower hereunder.

5. Payment of Taxes and Utilities. Borrower shall pay or cause to be paid, before any fine, penalty, interest or additional cost attaches, (i) all general taxes and all special taxes, assessments, water, drainage and sewer charges, rents or levies, of any kind and nature whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed or become a lien on or against the Property or any portion thereof (collectively, "Taxes"); and (ii) all charges for electricity, power, gas, water and other utilities used in connection with the Property. At the request of Lender, Borrower shall exhibit to Lender official receipts evidencing such payments. In the case of any special assessment (or other imposition in the nature of a special assessment) payable in installments, each installment thereof shall be paid prior to or on the date on which such installment becomes due and payable. Borrower shall not be entitled to any credit on the Note, or any other sums which may become payable by reason of the payment of any Taxes or utility charges.

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6. Payment of Taxes Resulting from Indenture or Note. If any Federal, state or municipal government, or any of its subdivisions, shall levy, assess or charge any tax, assessment or imposition upon this Indenture or the credit or indebtedness secured hereby, the Note, or the interest of Lender in the Property, or upon Lender (excepting any income tax on interest payments on the principal portion of the indebtedness secured), then Borrower shall pay all such taxes to or for Lender as they become due and payable. In the event of passage of any law or regulation permitting, authorizing or requiring the tax, assessment or imposition to be levied, assessed or charged and prohibiting Borrower from paying the tax, assessment or imposition, to or for Lender, then all sums hereby secured shall become immediately due and payable at the option of Lender. Borrower agrees to exhibit to Lender official receipts showing payment of all taxes, assessments and charges which Borrower is required or elects to pay under this Section 6.

7. Insurance Coverage; Indemnity Against Loss. Borrower will maintain insurance covering the Property of the types and in the amounts required by, and otherwise complying with, the Bank of Montreal Mortgage and will promptly deliver to Lender certificates for such insurance and all replacements and renewals. The amount of such insurance shall be 100% of the full replacement cost of such buildings, structures and improvements, without deduction for depreciation, as determined by Lender from time to time. All policies of insurance required hereunder shall be in such form, companies, and amounts as acceptable to Lender, and shall contain a non-contributory standard mortgagee clause acceptable to Lender, with loss payable to Lender, a lender's loss payable endorsement, and a replacement cost endorsement or equivalent clauses or endorsements acceptable to Lender. Borrower will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Lender renewals of such policy or policies at least 15 days prior to the expiration dates thereof, said policies and renewals to be marked "paid" by the issuing company or agent. Upon Borrower's failure to comply with this Section 7., Lender may, in its discretion, effect any insurance required and pay the premiums due. Any amounts so paid by Lender shall become immediately due and payable by Borrower with interest as described in Section 10., and shall be secured by this Indenture. The delivery to Lender of any policy of insurance or renewals shall constitute an assignment to Lender of all unearned premiums thereon as further security for the payment of the indebtedness secured hereby. In the event any foreclosure action or other proceeding is instituted by Lender, all right, title, and interest of Borrower in or to any policy or policies of insurance then in force shall vest in Lender insofar as such policy or policies apply to the Property. If any Event of Default occurs under the terms of this Indenture, any part or all of the balance of amounts received by Lender pursuant to this Section 7. may be applied to any part of the indebtedness secured hereby.

8. Compliance with Agreements, Laws, etc.; Notice to Lender. Borrower shall perform, comply with and use reasonable efforts to cause the tenants under the Leases to comply with all covenants, agreements and restrictions affecting the Property and with all laws, ordinances, acts, rules, regulations and orders, whether now or hereafter enacted and in force, whether the same be directed to the erection, repair, manner of use or structural alteration of buildings or otherwise. Borrower shall further (i) comply, and cause all tenants and other occupants of the Property to comply, with the terms of all insurance policies covering or applicable to the Property, all requirements of the issuer of any such policy, and all orders,

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rules, regulations and other requirements of or standards recommended by the National and Regional Fire Protection Associations (or any other body exercising similar functions) applicable to or affecting the Property or any use or condition of the Property and (ii) procure, maintain and comply with, and use reasonable efforts to cause all tenants and other occupants of the Property to procure, maintain and comply with, all licenses or other authorizations required for any use of the Property then being made, and for the proper erection, installation, operation and maintenance of the Improvements and the Equipment. Borrower will promptly notify Lender of any official notice or claim made by any government pertaining to the Property and of any substantial fire, casualty or loss (whether or not the same is covered by insurance), notice of taking by eminent domain or lien or claim affecting any part of the Property. Any such event shall conclusively be deemed substantial if the cost of repair or restoration or the value of the property taken or the amount of the claim, lien or loss shall exceed \$10,000.

9. Contest of Taxes, Assessments and Liens. Anything in this Indenture to the contrary notwithstanding, Borrower shall have the right to contest, at its expense, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity (or the applicability to Borrower or the Property or to the Note or this Indenture) of any tax, assessment, charge or other imposition referred to in Section 5. or 6., or any lien, charge or encumbrance referred to in subsection 2.(g), or any of the laws, ordinances, acts, rules, regulations and orders referred to in Section 8., provided (a) Borrower gives Lender timely notice of its intention to contest, (b) the commencement of such proceedings shall suspend the collection or enforcement of the matter under contest, (c) there shall be no impairment of the lien of this Indenture or undue interference with the normal conduct of business at the Property, (d) neither the Property nor any rents, issues or profits nor any part thereof or interest therein, would be in any immediate danger of being sold, forfeited, attached or lost, (e) neither Borrower, nor Lender nor any principal of any of them would be in any immediate danger of civil or criminal liability for failure to comply pending the outcome of such proceedings, (f) Borrower shall have set aside on its books such reserves as may be required by sound accounting principles or shall have furnished such security, if any, as may be required by Lender or in the proceedings, and (g) if such contest be finally resolved against Borrower Borrower shall promptly pay the amount required to be paid together with all interest and penalties or comply with the applicable requirement. Borrower shall indemnify and save Lender harmless against any liability, cost or expense of any kind that may be imposed upon Lender in connection with any such contest and any resulting loss.

10. Cure of Defaults by Lender. In the event Borrower shall default in the payment of any Taxes or other taxes, assessments, charges or impositions; shall fail or refuse to keep the Improvements and Equipment in repair; shall fail or refuse to insure the Property; shall fail to pay and satisfy liens or encumbrances against the Property in respect of which security shall not have been given; shall fail to pay any other sum or make any other deposit elsewhere in this Indenture required to be paid or deposited; or shall otherwise fail to make any payment or perform any act required to be made or performed hereunder, or under the Note, all cure periods with respect thereto having expired, then Lender, with notice to or demand upon Borrower but without waiving or releasing any obligation or default may, but is not obligated to: pay such Taxes or other taxes, assessments, charges or impositions; redeem the Property from any tax sale or forfeiture; purchase any tax title obtained or that shall be obtained thereon

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without inquiring into the validity or invalidity of any such taxes, tax deed, or assessments; make repairs to the Property; procure such insurance and pay such insurance premium charges; pay or settle any and all suits or claims for such liens; satisfy any such encumbrances or any other claims that may be made against the Property or any part thereof; pay any other sum or make any other deposit herein required to be paid or made by Borrower or perform any such act for the account and at the expense of Borrower; and enter upon the Property for such purpose and take all such action thereon as, in Lender's opinion, may be necessary or appropriate therefor; and all monies paid for any of the purposes herein authorized. All expenses paid or incurred in connection therewith including reasonable attorneys' fees and disbursements and any other monies disbursed or advanced by Lender or the legal holder(s) of the Note to protect the lien of this Indenture shall be so much additional indebtedness secured by this Indenture and shall be immediately due and payable with interest at the rate ("Default Interest Rate") equal to two percent (2%) per annum above the interest rate in the Note, calculated as of the date of the payment of such sum by Lender and computed from such date to the date of repayment. Such additional indebtedness may be included in any decree foreclosing this Indenture to be paid out of the proceeds of the sale of the Property and the rents, issues and profits thereof if not otherwise paid by Borrower.

11. Indemnity. Borrower hereby indemnifies Lender and saves it harmless from all loss, damage and expense, including reasonable attorneys' fees and disbursements, incurred in connection with any suit or proceeding to foreclose this Indenture or in or to which Lender may be made a party due to the existence of this Indenture, or to which suit or proceeding Lender may become a party for the purpose of protecting the lien of this Indenture. All sums paid by Lender to prosecute or defend the rights herein set forth shall be paid by Borrower to Lender within 10 days after demand. If not paid within that period such sums shall accrue interest to the extent permitted by Law, from the date of payment by Lender until paid by Borrower, at the Default Interest Rate and shall be a lien on the Property equal in priority to the lien of the principal and interest secured by this Indenture.

12. Damage to and Destruction of Property; Restoration. If the Property or any part thereof shall be damaged or destroyed, by fire or any other cause, whether insured or uninsured, Borrower shall promptly give Lender notice and shall restore the Property to the condition existing immediately prior to the occurrence of such damage or destruction. Borrower irrevocably assigns to Lender, as additional security, all of its rights to any Insurance Proceeds. Unless an Event of Default shall have occurred, all sums so received and held by Lender pursuant to this Section shall be applied first to the payment of Lender's costs and expenses (including, but not limited to, legal fees and disbursements) incurred in obtaining and collecting the Insurance Proceeds, and thereafter to Borrower for restoration and/or repair of the Property under Lender's prescribed disbursement control procedures so long as (y) to do so would not result in the impairment of Lender's security as determined in Lender's reasonable discretion and (z) Borrower contributes any additional sums required if the Insurance Proceeds are not sufficient to restore and/or repair the Property. If an Event of Default shall have occurred all sums so received by Lender shall be applied in the manner specified in Section 17.

13. Eminent Domain. If all or any part of the Property is damaged, taken, or acquired either temporarily or permanently as a result of any condemnation proceeding or by exercise of the power of eminent domain, or by the alteration

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of the grade of any street affecting the Property, or by private agreement or sale in lieu of any of the foregoing, the entire indebtedness secured hereby shall at Lender's option, become immediately due and payable. The amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Borrower, and the same shall be paid forthwith to Lender. Any award or payment so received by Lender may, at the option of Lender, (a) be retained and applied, in whole or in part, to the indebtedness secured hereby, in such manner as Lender may determine, or (b) be released, in whole or in part, to Borrower for the purpose of altering restoring or rebuilding any part of the Property which may have been altered, damaged, or destroyed as the result of such taking, alteration, or proceeding. Lender shall not be obligated to see to the application of any amounts so released.

14. Events of Default; Lender's Powers and Remedies.

(a) The occurrence of any one or more of the following shall constitute an "Event of Default" as said term is used herein:

(1) Failure of Borrower for a period of thirty (30) days after written notice from Lender to Borrower to observe or perform any of the covenants, conditions or obligations by Borrower to be performed under the terms of this Indenture;

(2) The disapproval by Lender at any time of any construction work and failure to cause the same to be corrected to the satisfaction of Lender within thirty (30) days after Lender has sent to Borrower written notice of such disapproval;

(3) The bankruptcy or insolvency of any general contractor, except Inryco Construction Company, or subcontractor and the failure of Borrower to procure a contract or subcontract with a new contractor or subcontractor satisfactory to Lender within thirty (30) days from the occurrence of such bankruptcy or insolvency;

(4) The occurrence of any default which has not been cured within applicable time periods, if any, for such cure under the Note or this Indenture;

(5) The voluntary or involuntary conveyance, assignment, pledge, transfer, hypothecation, or other disposition of the Property (if such default is not cured to Lender's satisfaction within 45 days after its occurrence);

(6) The assertion by the Lessee, under any lease, of the existence of any uncured default by Borrower as Lessor, under the terms of such lease;

(7) If at any time or times hereafter any representation, statement, report, or certificate has been made or hereafter is made by Borrower that is not true and correct;

(8) If all or a substantial part of the assets of Borrower or any partner of Borrower are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any receiver, trustee, custodian, or assignee for the benefit of creditors, and such warrant, levy or assignment is not vacated or set aside within fortyfive (45) days after its entry or occurrence;

(9) If Borrower or any partner of Borrower is enjoined, restrained, or in any way prevented by court order, or if any

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COOK COUNTY

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proceeding is filed or commenced seeking to enjoin, restrain, or in any way prevent Borrower from conducting all or a substantial part of their business affairs, and such order or proceeding or restraint is not vacated or terminated within forty five (45) days after its entry or commencement;

(10) If there occurs the appointment of a receiver, trustee, or custodian of all or any substantial part of the assets of Borrower or any partner of Borrower;

(11) If a notice of lien, levy, or assessment is filed of record with respect to all or any part of the property of Borrower by the United States or any department;

(12) Failure to promptly pay to Lender all sums advanced by Lender hereunder as they become due under the Note;

(13) Filing of any petition by or against Borrower or any partner of Borrower under the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing and, in the case of involuntary proceedings, failure to cause the same to be vacated, stayed, or set aside within sixty (60) days after filing;

(14) Any default by Borrower under the general contractor's agreement with Inryco Construction Company which is not cured within the applicable time periods, if any, set forth for such cure in such instrument.

(15) Any default by Borrower under the Bank of Montreal Mortgage which is not cured within the applicable time periods, if any, set forth for such cure in such instruments.

(b) If any one or more of the Events of Default ("Events of Default") shall occur; which default is not cured within the time period, if any, allowed for curing the same the holder(s) of the Note may, at its option, proceed to protect and enforce its rights by suit or by other appropriate proceedings whether for the specific performance (to the extent permitted by law) of any covenant or agreement contained in this Indenture, the Note or in aid of the exercise of any power granted herein or therein. The holder(s) of the Note may by notice to Borrower declare the entire unpaid balance of the Note to be due and payable, and thereupon such balance shall become so due and payable without presentment, protest or further demand or notice of any kind, all of which are hereby expressly waived. Borrower then will forthwith pay to the holder(s) of the Note the entire principal of and interest accrued on the Note and any other sums due and payable hereunder or under the Note or the Guaranty.

(c) If any one or more of the Events of Default shall occur, then, Lender shall have the following rights, in addition to the rights provided in the Note, or in this Indenture or otherwise provided by law or equity, all of which rights and remedies shall, to the fullest extent permitted by law, be cumulative:

(1) Possession, Management and Income. Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Property, and Lender (i) may enter and take possession of the Property together with the books, papers and accounts of Borrower relating thereto, (ii) may exclude Borrower, its agents and servants and all other persons therefrom, (iii) may hold, operate and manage the Property and from time to time make all needful repairs and such alterations, additions, advances and improvements as Lender shall deem wise, (iv) may receive the rents, revenues, issues, income, products and profits thereof and out of the same, and may pay all costs and expenses of so taking, holding and managing the Property

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(including reasonable compensation to Lender's agents and attorneys), all prior or coordinate liens, all Taxes and other taxes and assessments and other charges, then due or thereafter accruing, and all expenses of such repairs, alterations, additions, improvements, and other disbursements made by Lender pursuant to the terms hereof. Lender may apply the remainder of the monies so received by it to the payment of the unpaid principal of, and interest and premium, if any, on the Note, and (v) whenever all such indebtedness shall have been satisfied and all defaults made good, Lender shall surrender possession to Borrower with the same right of entry in case of a subsequent continuing Event of Default. Lender shall not be subject to any liability for or by reason of any such entry, taking of possession, exclusion, or holding, operation or management.

(2) Partial Foreclosure. Lender may, at its option, foreclose this Indenture for any portion of the indebtedness which is then due and payable, subject to the continuing lien of this Indenture for the balance of the indebtedness not then due and payable.

(3) Suits. Lender may, either with or without first taking possession, proceed by suit at law or in equity or by any other appropriate remedy to protect and enforce its rights whether for specific performance of any covenant or agreement, for an injunction against the violation of any of the terms or in aid of the exercise of any right, power or remedy available to it, or to enforce the payment of the Note, or to foreclose the lien and security interest of this Indenture against the Property or any part thereof and to have all of the Property or any part thereof sold to one or more sales (as an entirety or in parcels) under the judgment or decree of a court or otherwise.

(4) Power of Sale. To the extent permitted by law, Lender may sell, assign, transfer and deliver the whole or, from time to time, any part of the Property, or any interest in any part thereof, at any private sale or by public auction, with or without demand, advertisement or notice of the time or place of sale or adjournment thereof or otherwise as may then be required by law, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Lender in its uncontrolled discretion may determine, or as may be required by applicable law. Lender may postpone sale of all or any portion of the Property by announcing at such time and place of sale, and from time to time thereafter may postpone such sale by announcement at the time fixed by the preceding postponement. Lender shall deliver to the purchaser its deed or other appropriate instrument transferring the Property or interest therein so sold, but without any covenant or warranty, express or implied. The recitals in such instrument of any matters of facts shall be conclusive proof of the truthfulness thereof.

(5) Personal Property. Lender may proceed as if all of the Property were real property, in accordance with subsection (c) (3) above, or Lender may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Land or the Improvements without causing structural damage thereto as if the same were personal property, separate and apart from the sale of the Land and the Improvements. Should Lender elect to cause any of the Property to be disposed of as personal property, it may dispose of any part thereof in any manner now or hereafter permitted by the Code or in accordance with any other remedy provided by law.

(6) Receiver. Lender, to the extent permitted by law, shall be entitled as a matter of right, ex parte and without notice, to the appointment of a receiver of the Property or any

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part thereof and of the rents, revenues, issues, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer and Borrower hereby consents to the appointment of such receiver and will not oppose any such appointment.

(7) Sale in One Parcel. In case of a sale, the Property may be sold in one parcel.

In addition to the above rights and remedies, upon the occurrence of an Event of Default, Lender shall have, with respect to all Equipment, Insurance Proceeds and Eminent Domain Awards, all of the rights and remedies of a holder of a security interest under the Code or other applicable law, and all rights provided or referred to herein, and in the Note, all of which rights and remedies shall to the fullest extent permitted by law, be cumulative. If requested by Lender, Borrower will assemble the Equipment (other than those items of Equipment which are affixed to the Improvements and not removable without material damage to such items or the Improvements) and make them available to Lender at a place or places reasonably convenient to Lender. Any notice of sale, disposition or other intended action by Lender, sent to Borrower at the address of Borrower specified in, or then designated pursuant to the provisions of Section 30. hereof, at least five (5) days prior to such action, shall constitute reasonable notice to Borrower.

15. Bank of Montreal Mortgage. This Indenture is subject and subordinate to the lien of a certain mortgage, security agreement and assignment of rents dated September 19, 1985, and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 85197920, made by Borrower, as Mortgagor, to Bank of Montreal, as Mortgagee, securing payment of a note dated September 19, 1985, in the principal sum of \$16,000,000.00 ("Bank of Montreal Mortgage" herein). Lender acknowledges and agrees that any actions taken by Borrower in good faith under or in conformance with the provisions of the Bank of Montreal Mortgage and the note secured thereby, which provisions are or may be in conflict with provisions of this Indenture and the Note secured hereby, shall not be deemed to be an act of default under the provisions of this Indenture.

16. Authorization to Execute Deeds, etc. Borrower irrevocably appoints Lender its true and lawful attorney, which appointment is coupled with an interest and is irrevocable, in Borrower's name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery of the Property or any part thereof or any interest therein for the enforcement of this Indenture as Lender may consider necessary or appropriate, with full power of substitution. Borrower hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. If so requested by Lender or any other purchaser, Borrower shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Lender, or such other purchaser, all proper deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

17. Proceeds of Foreclosure Sale. In any foreclosure of this indenture there shall be allowed and included in the decree of sale, to be paid, in the following order, out of the rents, revenues, issues, income, products and profits derived from the Property or the proceeds of such sale:

First: All court costs, allowances authorized or permitted by statute or a court, fees of receivers and masters in chancery, reasonable attorneys' fees and disbursements, Lender's reasonable fees and expenses, appraiser's fees, expenditures for documentary and

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expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (or Torrens certificates), title policies and similar data with respect to title which Lender may deem necessary. All such expenses shall become so much additional indebtedness secured hereby and immediately due and payable, with interest (to the extent permitted by law) at the Default Interest Rate, when paid or incurred by Lender in connection with any proceedings, including probate and bankruptcy proceedings, to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Indenture or any indebtedness hereby secured or in connection with preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced;

Second: Any lien prior to the lien and security interest of this Indenture which Lender may consider necessary or desirable to discharge;

Third: All other items advanced or paid by Lender pursuant to this Indenture, the Note or the Guaranty, with interest at the Default Interest Rate from the date of advancement;

Fourth: Any indebtedness secured by this Indenture and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal, premium, if any, and interest at the time due and payable on the Note, and interest at the Default Interest Rate on any overdue principal, premium and (to the extent permitted by law) interest.

Any surplus of the proceeds of such sales shall be paid to the person entitled thereto.

18. Purchase of Property by Lender. Lender may be a purchaser of the Property or any part thereof or any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise, and may apply upon the purchase price for indebtedness secured hereby.

19. Waiver of Right of Redemption, etc. and Title Upon Sale. In the event of the commencement of judicial proceedings to foreclose this Indenture, Borrower, to the extent permitted by law, does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Indenture on behalf of Borrower and on behalf of each and every person whom Borrower may legally bind, acquiring any interest in or title to the Property after the date of the execution of this Indenture; and Borrower, to the extent permitted by law, for itself, and its successors and assigns and all such interests aforesaid, agrees that when sale is had under any decree of foreclosure of this Indenture or power of sale, upon confirmation of such sale, the officer making such sale, unless then prohibited by law, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed and bill of sale conveying the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order of decree is entered, the amount of his bid therefor; and such purchaser shall acquire good title thereto, free of the lien and security interest of this Indenture and free of all rights of redemption in Borrower, to the extent permitted by applicable law. The receipt of the officer making the sale under judicial proceedings or of Lender shall be sufficient discharge to the purchaser for the purchase money

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and such purchaser shall not be obligated to see to the application thereof. In addition, Borrower hereby waives, to the full extent it may lawfully do so, the benefit of all appraisal, valuation, stay and extension laws or any other so-called "moratorium" or "homestead" laws now or hereafter in force in order to prevent or derogate from the enforcement or foreclosure of this Indenture, and Borrower hereby waives, to the full extent it may lawfully do so all rights of marshalling in the event of the sale of all or any portion of the Property or any interest therein.

20. Certificate as to No Default, etc; Information. At any time and from time to time, Borrower will deliver to Lender, within 10 days after receipt of a request, a certificate of Borrower stating (i) the amount due on the Note and this Indenture, (ii) whether any offsets or defenses exist against the debt secured by this Indenture, and (iii) that, to the best of Borrower's knowledge after making due inquiry, there is no default in the performance or observance of any of the terms of the Loan Documents or the Leases or if any such default exists to its knowledge, specifying the nature and period of existence thereof and what action Borrower is taking or proposes to take with respect thereto. Borrower will also furnish to Lender any such information with respect to the Property and the Leases as may from time to time be requested.

21. Construction Mortgage. This is a construction mortgage, as said term is defined in Section 9-313(1)(c) of the Uniform Commercial Code. Borrower further covenants and agrees that the Loan secured hereby is a construction loan and that:

(1) The Improvements to be erected, altered, or remodeled on the Property shall be completed in accordance with the plans and specifications deposited with Lender;

(2) There shall be no stoppage of construction for a period longer than thirty (30) days, except for matters beyond the reasonable control of Borrower;

(3) Upon default in any of the covenants in (1) or (2), Lender may (but need not):

(a) Declare the principal indebtedness and interest thereon due and payable;

(b) Complete the construction, alteration, or remodeling of the Improvements and enter into the necessary contracts therefor. All money so expended shall be so much additional indebtedness secured by this Indenture and any monies expended in excess of the Note shall be payable on demand with interest at the post-maturity rate.

Lender may exercise either or both of said remedies along with any other remedies Lender may have in the Note, this Indenture or law or equity.

(4) The construction of said Improvements is and will be in compliance with all governmental regulations and restrictions and with all zoning and building laws and ordinances of the municipality in which the Property is located, and with all building restrictions of record; Borrower will furnish satisfactory evidence to Lender of such compliance.

22. Terms Subject to Applicable Law; Separability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable or not entitled to be recorded, registered or

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The undersigned, Clerk of the County of Cook, Illinois, do hereby certify 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, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the County of Cook, Illinois

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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filed under any applicable law. If any terms of this Indenture shall be held to be invalid, illegal or unenforceable, the validity of the other terms hereof shall in no way be affected thereby. Without limiting the generality of the foregoing, if any interest charges provided for herein exceed the maximum rate permitted by applicable law then it is the express intent of Borrower and Lender that all excess amounts theretofore collected be credited against the principal balance of the Note (or, if the Note has been paid in full, refunded to Borrower) and the provisions hereof immediately deemed reformed and the amounts collectible hereunder reduced, without necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder. If at any time following any such reduction in the interest charges provided for herein there remains unpaid any principal amount under the Note and the maximum interest rate permitted by applicable law is increased or done away with, then the interest charges provided for herein shall be readjusted, to the extent permitted by applicable law, so that the total dollar amount of interest thereafter payable by Borrower to Lender shall be equal to the dollar amount of interest that would have been paid to Lender hereunder and under the Note without giving effect to applicable usury laws. Borrower represents and agrees that the proceeds of the Note secured by this Indenture will be used for the purposes specified in Section 4(1)(c) of Paragraph 6404, Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan within the meaning and purview of said section.

23. Uniform Commercial Code; Security Agreement. This Indenture constitutes a security agreement under the Code with respect to the Equipment, Insurance Proceeds and Eminent Domain Awards and a security interest shall attach thereto for the benefit of Lender to secure the indebtedness secured by this Indenture, and all other sums and charges which may become due hereunder or under the Note. Borrower hereby authorizes Lender to file financing and continuation statements with respect to such security interest without the signature of Borrower and, upon request, Borrower shall promptly execute financing and continuation statements in form satisfactory to Lender to further evidence and secure Lender's interest therein. All or part of the Equipment are or are to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses set forth in Section 30. hereof. Upon the occurrence of any default or Event of Default, Lender shall have the remedies of a secured party under the Code, which remedies, as set forth in Sections 14. and 26. hereof, are cumulative to those provided for in Section 14. hereof and otherwise available to Lender. The parties agree that, in the event Lender elects to proceed with respect to the Equipment separately from the real property, 5 days' notice of the sale of the Equipment shall be reasonable notice. All replacements, renewals and additions to the Equipment shall be covered by and be immediately subject to the security interest created hereby. Neither the provisions of this Section nor the filing of any separate security interest in the Equipment, Insurance Proceeds and Eminent Domain Awards shall be construed as in any way derogating or impairing the intention of the parties hereto that the Equipment, Insurance Proceeds and Eminent Domain Awards shall at all times and for all purposes and in all proceedings, both legal and equitable, be regarded as part of the Property.

24. Financing Statement. This Indenture constitutes a financing statement and "fixture filing" under Section 9-402 of the Code and shall be filed in the real estate records of Cook County, Illinois.

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(a) Name of Debtor: LA SALLE NATIONAL BANK
as Trustee under a Trust
Agreement dated May 1, 1984
and known as Trust Number
107983

Address of Debtor: 135 S. LaSalle Street
Chicago, Illinois 60690

Name and Address
of Secured Party: INRYCO, INC.
2275 Half Day Road
Deerfield, IL 60015

(b) This financing statement covers the following types or items of property: the property described in Section 24. of this Indenture.

(c) Some of the Equipment is now or is to become fixtures on the real property described in Exhibit A. Borrower is the record owner of the real property described herein upon which such Equipment is located.

25. Defeasance. This Indenture and the lien and security interest created hereby shall terminate after the payment of (a) the principal of, and interest, on the Note and Guaranty and (b) all other sums secured hereby. Upon such termination, Lender, at Borrower's expense, shall execute and deliver to Borrower (i) such instruments of release and satisfaction, in recordable form, as may be appropriate to satisfy this Indenture of record; and (ii) appropriate instruments releasing and terminating the security interest of (A) this Indenture in the Equipment; and (B) if appropriate, other rents and profits of the Property. Such instruments, when duly executed by Lender and duly recorded or filed, shall conclusively evidence the release and satisfaction and termination of this Indenture.

26. Cumulative Remedies, No Waiver. No legal, equitable or contractual right, power or remedy of Lender shall be exclusive of, but each right, power or remedy shall be cumulative and concurrent and shall be in addition to, every right, power or remedy now or hereafter existing at law or in equity. No delay in the exercise of or omission to exercise any right, power or remedy accruing on any default shall impair any such right, power or remedy or be construed to be a waiver of any such default or an acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such right, power or remedy may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender.

27. Covenant of Further Assurances. Borrower agrees that upon request from time to time of Lender, Borrower will at its expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may be reasonably necessary to fully establish, preserve, confirm or perfect from time to time the lien of this Indenture on the Property and the security interest created by this Indenture in the Equipment, Insurance Proceeds and Eminent Domain Awards.

28. Modifications by Lender. Borrower agrees that, without affecting the liability of Borrower or any other person (except any person expressly released in writing) for payment of the indebtedness secured hereby or for performance of any obligation contained herein or affecting the lien and security interest of this Indenture upon the Property or any part thereof, Lender may at any time and from time to time, without

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THE STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 11, 1900

REPORT
OF THE
COMMISSIONERS OF THE
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notice to or consent of any person, release any person liable for payment of any indebtedness secured hereby or for performance of any obligation; extend the time or agree to alter the terms of payment of such indebtedness; modify or waive any obligation; subordinate, modify or otherwise deal with the lien and security interest hereof; accept additional security of any kind; consent to the making of any map or plat of the Property, the creating of any easements thereon or any covenants restricting use or occupancy thereof; or exercise or refrain from exercising or waive any right Lender may have.

29. Miscellaneous. This Indenture may be changed, waived, discharged or terminated only by an instrument in writing signed by the party or parties against which enforcement of such change, waiver, discharge or termination is sought. All provisions hereof shall be binding upon Borrower, its successors and assigns, and all persons claiming under or through Borrower or any such successor or assign, and shall inure to the benefit of and be enforceable by Lender and its successors and assigns including any holder(s) of the Note from time to time. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The terms "herein," "hereof" or "hereunder" or similar terms used in this Indenture refer to this entire Indenture and not to the particular provision in which the term is used. The headings of the Sections and the Table of Contents to this Indenture are inserted for convenience only and shall not be deemed to constitute a part of this Indenture. The Exhibits to this Indenture are hereby incorporated herein. The references herein to Sections refer (unless otherwise expressly indicated) to the Sections of this Indenture. This Indenture may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Borrower hereby acknowledges that it has received a true and complete copy of this Indenture. If the terms of the Bank of Montreal Mortgage conflict with the terms of this Indenture, or if this Indenture should impose greater obligations upon Borrower than under the Bank of Montreal Mortgage, then the relevant terms and provisions of the Bank of Montreal Mortgage shall prevail.

30. Notices. All notices, approvals, demands, consents, requests or other communications (collectively "notices") which are either required or desired to be given or furnished hereunder shall be made or given in writing and sent either by personal delivery, or by United States certified or registered mail, return receipt requested, postage prepaid, and shall be addressed as follows: If intended for Borrower, addressed to its address above mentioned with a copy by regular mail to: Hickory Hills Shopping Center Venture, c/o Celano Development Company, 555 Skokie Boulevard, Suite 508, Northbrook, Illinois 60062 and if intended for Lender, addressed to it at its office above mentioned, Attention: Law Department. By notice complying with this Section, each party may from time to time change the address to be subsequently applicable to it for the purpose of this Section. Notices shall be effective and deemed received on the date received if made by personal delivery or, if mailed, two business days after posting.

31. Governing Law. This Indenture is to be construed in accordance with and governed by the internal laws of the State of Illinois.

32. Future Advances. This Indenture also secures the payment of and includes (a) all future or further advances as shall be made by Lender herein or its successors or assigns to or for the benefit of Borrower, its heirs, personal representatives or assigns, including any payments made pursuant to the Guaranty, and (b) all unpaid interest which is capitalized and

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added to principal as provided in the Note to the same extent as if such sums were advanced on the date of the execution of this Indenture. The total amount of indebtedness that may be secured by this Indenture may decrease or increase from time to time but the total unpaid balance secured hereby at any one time shall not in any event exceed a sum equal to two hundred percent (200%) of the total face amount of the Note, together with reasonable attorneys' fees and court costs incurred in the collection of any or all of such sums of money. Further or future advances made under (a) or (b) above shall be wholly optional with Lender, and the same shall bear interest at the same rate as specified in the Note.

33. Exculpation. This instrument is executed by the undersigned Trustee, not personally but as Trustee under the terms of that certain Trust Agreement dated the 1st day of May, 1984. It is expressly understood and agreed, anything herein to be the contrary notwithstanding, that each and all of the covenants, undertakings, agreements, representations and warranties herein are made and intended not as personal covenants, undertakings, agreements, representations and warranties of the Trustee individually or for the purpose of binding it personally but only of the Trustee as such Trustee. This instrument is executed and delivered by LA SALLE NATIONAL BANK as Trustee solely in the exercise of the power conferred upon it as such Trustee. No personal liability or personal responsibility is assumed by nor at any time shall be asserted or enforced against LA SALLE NATIONAL BANK on account hereof or on account of any covenant, undertaking, agreement, representation or warranty herein contained either express or implied. All such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through or under said parties. So far as said LA SALLE NATIONAL BANK is concerned, the Lender shall look solely to the Property, to other collateral security herefor and to any guarantor hereof for payment and performance of the obligations of the Trustee hereunder. Nothing herein shall, however, operate or be deemed to impair, invalidate, avoid or negate the covenants, undertakings, agreements and representations of the Trustee as such Trustee.

LA SALLE NATIONAL BANK,
As Trustee and Not Personally

BY: [Signature]
Its Vice President
JAMES A. CLARK
Type or Print Name

ATTEST:
[Signature]
Its Ass^{ts} Secretary
William H. Dillon
Type or Print Name

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I Kathy Prouha, a Notary Public, in and for said County, in the State of Illinois, do hereby certify that JAMES A. CLARK, Assistant President of LA SALLE NATIONAL BANK, a national banking association, and William H. Dillon, Ass^{ts} Secretary of said national

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Notice is hereby given that the undersigned, Clerk of Cook County, Illinois, do hereby certify that the following is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, to-wit:

Property of Cook County Clerk's Office

THOMAS J. JAVOZIC, Clerk of Cook County, Illinois

THOMAS J. JAVOZIC, Clerk of Cook County, Illinois

PROPERTY OF

THOMAS J. JAVOZIC, Clerk of Cook County, Illinois

UNOFFICIAL COPY

banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secy 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 national banking association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Secy Secretary then and there acknowledged that he, as custodian of the seal of said corporation, did affix the corporate seal of said national banking association to said instrument, as his own free and voluntary act and as the free and voluntary act of said national banking association as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of December, 1985.

Kathy Pacana
Notary Public

Kathy Pacana
Type or Print Name

My Commission Expires:

6-11-88

This instrument prepared by:

Barry Levinsky

RETURN TO:

Barry Levinsky
30 West Monroe Street
Chicago, IL 60603



86020149

EXHIBIT A

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 1,322.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 39 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 A DISTANCE OF 50.0 FEET TO A POINT ON THE WEST LINE OF A PUBLIC ROADWAY HERETOFORE DEDICATED AS ROBERTS ROAD ACCORDING TO DOCUMENT NO. 21384638, SAID POINT BEING ALSO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 39 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 A DISTANCE OF 328.63 FEET; THENCE NORTH 48 DEGREES 32 MINUTES 24 SECONDS WEST 468.51 FEET; THENCE SOUTH 69 DEGREES 59 MINUTES 42 SECONDS WEST 102.34 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 18 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 256.47 FEET; THENCE NORTH 09 DEGREES 59 MINUTES 30 SECONDS EAST 775.29 FEET TO A POINT ON THE SOUTH LINE OF A PUBLIC ROADWAY HERETOFORE DEDICATED AS 95TH STREET ACCORDING TO DOCUMENT NOS. 12397978 AND 12698530; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID ROADWAY 680.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.0 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 78.30 FEET TO A POINT OF TANGENCY ON THE WESTERLY LINE OF SAID ROBERTS ROAD, ACCORDING TO DOCUMENT NO. 21384638; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE OF ROBERTS ROAD A DISTANCE OF 1,228.48 FEET TO THE PLACE OF BEGINNING: SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 21.485 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS

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EXHIBIT B

1. Current taxes not yet due and payable.
2. All exceptions contained in schedule B to Stewart Title Guaranty Company's Policy Title Insurance issued on September 20, 1985 and known as Number S1071913.
3. Bank of Montreal Mortgage.

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86020149

TITLE TRAM 3407 01/15/86 13.07.00
#5283 # 5 * 85-020149

DEPT-01 RECORDING

\$31.60

31



86020149

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3/1/2008

Address: 1234 N. Dearborn St., Chicago, IL 60610
City: Chicago, IL 60610
State: IL
County: Cook

APR 1 2008 10:00 AM

Property of Cook County Clerk's Office

10/1/2008