



When recorded return to:

James F. Morrow, Esq.
Streich, Lang, Weeks & Cardon
A Professional Association
Attorneys at Law
1500 Arizona Bank Plaza
33 North Stone Avenue
Tucson, Arizona 85701

This instrument prepared by:

James F. Morrow, Esq.
Streich, Lang, Weeks & Cardon
A Professional Association
Attorneys at Law
1500 Arizona Bank Plaza
33 North Stone Avenue
Tucson, Arizona 85701

REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT
(LEASEHOLD)

This Real Estate Mortgage, Assignment of Rents and Security Agreement (hereinafter called "Mortgage") is made as of January 7, 1986, by and among BOSA INTERNATIONAL, INC., whose mailing address is 3219 North First Avenue, Tucson, Arizona 85719, hereinafter called "Mortgagor", and FIRST INTERSTATE BANK OF ARIZONA, N.A., whose mailing address is Post Office Box 390, Tucson, Arizona 85702, Attention: Department 762, hereinafter called "Mortgagee".

WITNESSETH:

SECTION 1. GRANTING CLAUSE; WARRANTY OF TITLE

1.1 Mortgagor hereby irrevocably grants, transfers, warrants, assigns and mortgages to Mortgagee all of Mortgagor's present and future estate, right, title and interest in and to that real property and all buildings and other improvements now thereon or hereafter constructed thereon (the "Premises"), in the County of Cook, State of Illinois, described on Schedule "A" attached hereto and by this reference made a part hereof, together with all of the following which, with the Premises (except where the context otherwise requires), are hereinafter collectively called the "Mortgaged Property":

(a) All appurtenances in and to the Premises;

(b) All water and water rights, ditches and ditch rights, reservoir and reservoir rights, stock or interests in irrigation or ditch companies, minerals, oil and gas rights, royalties, lease or leasehold interests owned by Mortgagor, now or hereafter used or useful in connection with, appurtenant to or related to the Premises;

(c) All right, title and interest of Mortgagor now owned or hereafter acquired in and to all streets, roads, alleys and public places, and all easements and rights of way, public or private, now or hereafter used in connection with the Premises;

FIRST AMERICAN TITLE INSURANCE
COMPANY OF MICHIGAN
ORDER # 08740

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(d) All machinery, equipment, fixtures and materials now or at any time attached to the Premises together with all processing, manufacturing and service equipment and other personal property now or at any time hereafter located on or appurtenant to the Premises and used in connection with the management and operation thereof;

(e) Any licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Premises, and the right to the use of any tradename, trademark, or service mark now or hereafter associated with the operation of any business conducted on the Premises;

(f) Any and all insurance proceeds, and any and all awards, including interest, previously and hereafter made to Mortgagor for taking by eminent domain of the whole or any part of the Premises or any easements therein;

(g) Subject to the rights of Mortgagee under Section 3 hereof, all existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or any portion of the Premises and all income, receipts, revenues, rents, issues and profits arising from the use or enjoyment of all or any portion of the Premises;

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever;

PROVIDED, ALWAYS, that if Mortgagor shall fully pay and perform the Obligation (defined below) according to the terms thereof, then this Mortgage shall thereafter be null and void.

1.2 Mortgagor warrants that it is well and truly seized of a good and marketable subleasehold title to the Premises, that it is the lawful owner of the rest of the Mortgaged Property, and that, except for those matters specifically described on Schedule "A" attached hereto and made a part hereof (hereinafter called the "Permitted Exceptions"), the title to all the Mortgaged Property is clear, free and unencumbered; Mortgagor shall forever warrant and defend the same unto Mortgagee, its successors and assigns, against all claims whatsoever.

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

SECTION 2. OBLIGATION SECURED

This Mortgage is given for the purpose of securing, in such order of priority as Mortgagee may elect:

2.1 Payment of the sum of TEN MILLION THREE HUNDRED SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$10,366,000.00) with interest thereon, extension and other fees, late charges, prepayment premiums and attorneys' fees, according to the terms of that Promissory

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

County Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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Note dated as of November 25, 1985, made by Mortgagor, payable to the order of Mortgagee, and all extensions, modifications, renewals or replacements thereof (hereinafter called the "Note"), a copy of which is attached hereto as Schedule "B";

2.2 Payment, performance and observance by Mortgagor of each agreement, term, provision and condition contained herein and of all moneys expended or advanced by Mortgagee pursuant to the terms hereof, or to preserve any right of Mortgagee hereunder, or to protect or preserve the Mortgaged Property or any part thereof;

2.3 Payment, performance and observance by Mortgagor of each agreement, term, provision and condition contained in that loan agreement dated as of November 25, 1985, by and between Mortgagor and Mortgagee (hereinafter called the "Loan Agreement") and in any other document or instrument related to the indebtedness hereby secured and of all moneys expended or advanced by Mortgagee pursuant to the terms thereof or to preserve any right of Mortgagee thereunder;

2.4 Payment of any and all additional loans and advances made by Mortgagee to Mortgagor and/or to the then record owner or owners of the Mortgaged Property (excluding, however, any such loan to an individual for personal, family or household purposes) with interest thereon, late charges, extension and other fees, prepayment premiums and attorneys' fees, according to the terms of the promissory note(s) and/or credit agreement(s) evidencing such loans and advances, and all extensions, modifications, renewals or replacements thereof.

All of the indebtedness and obligations secured by this Mortgage are hereinafter collectively called the "Obligation."

SECTION 3. LEASES; ASSIGNMENT OF RENTS AND LEASES

3.1 To facilitate payment and performance of the Obligation, Mortgagor hereby absolutely transfers and assigns to Mortgagee all right, title and interest of Mortgagor in and to (i) all existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or any portion of the Mortgaged Property, whether written or oral and whether for a definite term or month to month, together with any and all guarantees of the lessee's obligations thereunder and together with any and all extensions, modifications and renewals thereof (hereinafter called the "Leases"), and (ii) all income, receipts, revenues, rents, issues and profits now or hereafter arising from or out of the Leases or from or out of the Mortgaged Property or any part thereof (hereinafter called the "Rents"). In furtherance of this Assignment, and not in lieu hereof, Mortgagee may require a separate Assignment of Rents and Leases and/or separate specific assignments of rents and lease covering one or more of the Leases; the terms of all such assignments are incorporated herein by reference.

3.2 Mortgagor hereby authorizes and directs the lessees and tenants under the Leases that, upon written notice from Mortgagee, all

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01/22/2019

On this day of [illegible] 2019, I, the undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office.

Rents shall be paid directly to Mortgagee as they become due. Mortgagor hereby relieves the lessees and tenants from any liability to Mortgagor by reason of the payment of the Rents to Mortgagee. Nevertheless, Mortgagor shall be entitled to collect the Rents until Mortgagee notifies the lessees and tenants in writing to pay the Rents to Mortgagee. Mortgagee is hereby authorized to give such notification upon the occurrence of an Event of Default and at any time thereafter while such Event of Default is continuing. Receipt and application of the Rents by Mortgagee shall not constitute a waiver of any right of Mortgagee under this Mortgage or applicable law, shall not cure any Event of Default hereunder, and shall not invalidate or affect any act done in connection with such Event of Default, including, without limitation, any foreclosure proceeding.

3.3 All Rents collected by Mortgagor shall be applied in the following manner:

First, to the payment of all taxes and lien assessments levied against the Mortgaged Property, where provision for paying such is not otherwise made;

Second, to the payment of ground rents (if any) payable with respect to the Mortgaged Property;

Third, to the payment of any amounts due and owing under the Obligation;

Fourth, to the payment of current operating costs and expenses (including repairs, maintenance and necessary acquisitions of property and expenditures for capital improvements) arising in connection with the Mortgaged Property;

Fifth, to Mortgagor or its designee.

All Rents collected by Mortgagee may be applied to the items above listed in any manner that Mortgagee deems advisable and without regard to the aforestated priorities. Receipt by Mortgagee of any Rents shall not constitute a waiver of any right that Mortgagee may enjoy under this Mortgage or under applicable law, nor shall the receipt and application thereof cure any Event of Default nor affect any foreclosure proceeding or any sale authorized by this Mortgage or applicable law.

3.4 Mortgagor represents and warrants that the Leases are in full force and effect and have not been modified or amended, the Rents have not been waived, discounted, compromised, setoff or paid more than one month in advance and neither Mortgagor nor the lessees and tenants are in default under the Leases. Mortgagee does not assume and shall not be liable for any obligation of the lessor under any of the Leases and Mortgagee shall not be liable for the failure or inability to collect any Rents. Mortgagor shall (i) fulfill or perform each and every term, covenant and provision of the Leases to be fulfilled or performed by the

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lessor thereunder; (ii) give prompt notice to Mortgagee of any notice received by Mortgagor of default thereunder, together with a complete copy of any such notice; and (iii) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of each Lease. Mortgagor shall not cancel, modify or alter, or accept the surrender of, any Lease without the prior written consent of Mortgagee.

SECTION 4. SECURITY AGREEMENT

4.1 This Mortgage shall cover, and the Mortgaged Property shall include, all property now or hereafter affixed or attached to or incorporated upon the Premises, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Premises. To the extent any of the Mortgaged Property consists of rights in action or personal property covered by the Uniform Commercial Code, this Mortgage shall also constitute a security agreement, and Mortgagor hereby grants to Mortgagee, as secured party, a security interest in such property, including all proceeds thereof, for the purpose of securing the Obligation. In addition, Mortgagor hereby grants to Mortgagee, as secured party, a security interest in all personal property in the possession or control of Mortgagee for the purpose of securing the Obligation.

4.2 The security interests granted herein shall be self-operative with respect to such property, but Mortgagor agrees to execute and deliver on demand such additional security agreements, financing statements and other instruments as may be requested in order to impose the lien and security interest hereof more specifically upon such property. Should the lien and/or security interest of this Mortgage on any property be subject to a prior security agreement covering such property, then, upon the occurrence of an Event of Default, all the right, title and interest of Mortgagor in and to any and all deposits made in connection with the transaction whereby such prior security agreement was made are hereby assigned to Mortgagee, together with the benefit of any payments now or hereafter made in connection with such transactions.

4.3 Mortgagor shall promptly replace any personal property that is consumed or worn out in ordinary usage. Mortgagor may sell or dispose of only that part of the personal property that it is obligated to replace and all proceeds from any such sale or disposition in excess of the amount expended for such replacements shall promptly be paid to Mortgagee to be applied to the Obligation, whether or not then due.

4.4 Mortgagor shall immediately notify Mortgagee of any change in the location of Mortgagor's chief executive office (or residence if Mortgagor is an individual without an office), as set forth in the beginning of this Mortgage, and any change in location of the personal property encumbered hereby except that replaced as permitted by the terms hereof.

4.5 All covenants of Mortgagor contained in this Mortgage shall apply to the personal property encumbered hereby whether or not

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expressly referred to in this Section 4. The covenants and warranties of Mortgagor contained in this Section 4 are in addition to, and not in limitation of, those contained in the other provisions of this Mortgage.

4.6 Upon its recording in the real property records, this Mortgage shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Mortgage and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.

SECTION 5. PROTECTION AND PRESERVATION OF THE MORTGAGED PROPERTY

5.1 Mortgagor shall neither commit nor permit to occur any waste upon the Mortgaged Property but shall at all times make or cause to be made all repairs, maintenance, renewals and replacements as may be necessary to maintain the Mortgaged Property in good condition and repair. Mortgagor shall keep the Mortgaged Property free of termites, dry rot, fungus, beetles and all other harmful or destructive insects and shall keep all plants, trees and shrubs included in the Mortgaged Property neatly pruned and in good condition. Mortgagor shall keep the Mortgaged Property free of rubbish and other unsightly or unhealthful conditions.

5.2 Mortgagor shall promptly complete any improvements that may be commenced, in good and workmanlike manner and in conformity with plans and specifications approved by Mortgagee, and shall repair and restore any portions of the Mortgaged Property that may be damaged or destroyed. Mortgagor shall pay when due all claims for work performed and materials furnished on or in connection with the Mortgaged Property or any part thereof and shall pay, discharge, or cause to be removed, all mechanic's, artisan's, laborer's or materialman's charges, liens, claims of liens or encumbrances upon the Mortgaged Property. Mortgagor shall comply with all laws, ordinances and regulations now or hereafter enacted affecting the Mortgaged Property or requiring any alterations or improvements to be made. Except as required by law, Mortgagor shall not remove, substantially alter, or demolish any building or improvement included in the Mortgaged Property without Mortgagee's prior written consent.

5.3 (a) Mortgagor shall provide and maintain policies of fire and extended coverage insurance on the Mortgaged Property in an amount not less than the full insurable value, on a replacement-cost basis, of the Mortgaged Property and, when requested by Mortgagee, shall also provide and maintain policies of insurance in amounts required by Mortgagee covering vandalism and malicious mischief, sprinkler leakage, rent abatement and/or business loss, flood damage, earthquake and all other risks commonly insured against by persons owning like properties in the

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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locality of the Mortgaged Property or commonly required by prudent institutional lenders making loans secured by liens against such properties. All such policies shall contain standard, non-contributory mortgagee clauses making losses payable to Mortgagee. Mortgagor shall also provide and maintain comprehensive public liability insurance in amounts required by Mortgagee and containing endorsements naming Mortgagee as an additional insured. All insurance policies shall be with companies from time to time approved by Mortgagee, shall provide that Mortgagee is to receive thirty (30) days' notice prior to cancellation and shall otherwise be in form and substance satisfactory to Mortgagee. Original policies of insurance shall be delivered to Mortgagee; renewal policies shall be delivered to Mortgagee thirty (30) days before the expiration of the then existing policies with satisfactory proof that the premiums for renewal have been paid.

(b) In the event of loss, Mortgagor shall give immediate notice to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company is hereby authorized and directed to make payment for loss as provided in the Loan Agreement, or if the identity of the payee is not there provided for, directly to Mortgagee, instead of to Mortgagor or to Mortgagor and Mortgagee jointly; Mortgagee may apply all or any part of such insurance proceeds to the payment of the Obligation, whether or not then due, or the restoration or repair of the Mortgaged Property. Mortgagee shall not be responsible for any insurance for the collection of any insurance proceeds, or for the insolvency of any insurer. Application of insurance proceeds by Mortgagee shall not cure nor waive any Event of Default nor invalidate any act done hereunder because of any such Event of Default. In the event suit is filed to foreclose this Mortgage, or in the event Mortgagee or a receiver appointed by the court shall take possession of the Mortgaged Property without foreclosure, then all right, title and interest of Mortgagor in and to all insurance policies then in force shall inure to the benefit of and pass to the mortgagee-in-possession, receiver or purchaser at such foreclosure, as the case may be. Mortgagee is hereby appointed attorney-in-fact for Mortgagor to assign and transfer such policies.

(c) If the insurance proceeds are to be used for the restoration and repair of the Mortgaged Property, they shall be held by Mortgagee in an interest bearing account (the "Restoration Account"). Interest on the Restoration Account is not guaranteed as to amount. Mortgagor, at its expense, shall promptly prepare and submit to Mortgagee all plans and specifications necessary for the restoration and repair of the damaged Mortgaged Property, together with evidence acceptable to Mortgagee setting forth the total expenditure needed for the restoration and repair based upon a fixed price contract with a reputable builder and covered by performance and labor and material payment bonds. The plans and specifications and all other aspects of the proposed restoration and repair shall be subject to Mortgagee's approval. In the event the insurance proceeds held in the Restoration Account are insufficient to complete the restoration and repair, Mortgagor shall deposit

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INVESTIGATION OF THE
DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
V.
[Name Redacted]
[Address Redacted]
[City, State, ZIP Redacted]

INVESTIGATION OF THE
DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
V.
[Name Redacted]
[Address Redacted]
[City, State, ZIP Redacted]

INVESTIGATION OF THE
DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
V.
[Name Redacted]
[Address Redacted]
[City, State, ZIP Redacted]

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INVESTIGATION OF THE
DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
V.
[Name Redacted]
[Address Redacted]
[City, State, ZIP Redacted]

INVESTIGATION OF THE
DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
V.
[Name Redacted]
[Address Redacted]
[City, State, ZIP Redacted]

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in the Restoration Account an amount equal to the difference between the amount then held in the Restoration Account and the total contract price for the restoration and repair. Mortgagor may commence restoration and repair of the damaged Mortgaged Property only when authorized in writing by Mortgagee to do so and thereafter shall proceed diligently with the restoration and repair until completed. Disbursements shall be made from the Restoration Account for the restoration and repair in accordance with a disbursement schedule, and subject to other terms and conditions, acceptable to Mortgagee. Disbursements from the Restoration Account shall be charged first against funds deposited by Mortgagor and, after such funds are exhausted, against the insurance proceeds deposited therein. In the event the amounts held in the Restoration Account exceed the cost of the restoration and repair of the damaged Mortgaged Property, the excess funds shall be disbursed to Mortgagor to the extent of any amounts deposited therein by Mortgagor. Any funds remaining after such disbursement, at Mortgagee's option, may be applied by Mortgagee to the payment of the Obligation, whether or not then due, or may be disbursed to Mortgagor. All funds held in the Restoration Account are hereby assigned to Mortgagee as further security for the Obligation. Mortgagee, at any time, may apply all or any part of the funds held in the Restoration Account to the curing of any Event of Default.

5.4 Mortgagor shall pay or cause to be paid all taxes and assessments of every kind, nature and description levied or assessed on or against the Mortgaged Property and shall deliver to Mortgagee, at least ten (10) days before they become delinquent, receipts showing payment of all such taxes and assessments and shall pay when due all dues and charges for water and water delivery, electricity, gas, sewers, waste removal, bills for repairs, and any and all other claims, encumbrances and expenses incident to the ownership of the Mortgaged Property.

5.5 In order to insure the payment of taxes and assessments that are now, or hereafter may be, a lien upon the Mortgaged Property, and to insure the payment of all premiums on policies of insurance required herein, Mortgagor, unless waived in writing by Mortgagee, shall pay to Mortgagee each month, in addition to any other payments required hereunder, an amount equal to the taxes and special assessments levied or to be levied against the Mortgaged Property and the premium or premiums that will become due and payable to maintain the insurance on the Mortgaged Property, all as reasonably estimated by Mortgagee (giving due consideration to the previous year's taxes, assessments and premiums) less all deposits therefore already made, divided by the number of months remaining before one month prior to the date when the taxes, assessments and premiums become delinquent. Mortgagee agrees to waive such requirement unless and until Mortgagor defaults hereunder. If amounts paid to Mortgagee under the terms of this paragraph are insufficient to pay all taxes, assessments and premiums as they become due, Mortgagor shall pay to Mortgagee upon demand all additional sums necessary to fully pay and discharge these items. All moneys paid to Mortgagee under the terms of this paragraph may be either held by Mortgagee to pay the taxes, assessments and premiums before the same

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF THE COURT

CHIEF CLERK

DEPUTY CLERK

CLERK OF THE DISTRICT COURT

CLERK OF THE COUNTY COURT

CLERK OF THE PROBATE COURT

CLERK OF THE CHANCERY COURT

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become delinquent or applied to the Obligation upon payment by Mortgagee from its own funds of the taxes, assessments and premiums. To the extent provision is not made for payment pursuant to this paragraph, Mortgagor shall remain obligated to pay all taxes, assessments and premiums as they become due and payable. Deposits made under this paragraph may be commingled with Mortgagee's general funds; Mortgagee shall have no liability to Mortgagor for interest on any deposits.

5.6 Mortgagor hereby assigns, transfers and conveys to Mortgagee all compensation and each and every award of damages in connection with any condemnation for public or private use of, or injury to, the Mortgaged Property or any part thereof, to the extent of the Obligation then remaining unpaid, and all such compensation and awards shall be paid directly to Mortgagee. Mortgagee may apply all or any part of such compensation and awards to the payment of the Obligation, whether or not then due, or to the restoration or repair of the Mortgaged Property.

SECTION 6. PROTECTION AND PRESERVATION OF MORTGAGEE'S INTEREST

6.1 Mortgagor, by the payment of any such tax or taxes, shall protect Mortgagee against any and all loss from any taxation of indebtedness or mortgages, direct or indirect, that may be imposed upon this Mortgage, the lien of this Mortgage on the Mortgaged Property, or upon the Obligation, by any law, rule, regulation or levy of the federal government, any state government or any political subdivision thereof. In the event the burden of such taxation cannot lawfully be shifted from Mortgagee to Mortgagor, Mortgagee may declare the entire Obligation due and payable sixty (60) days after notice to Mortgagor.

6.2 If Mortgagor shall fail to pay any taxes, assessments, expenses or charges, to keep all of the Mortgaged Property free from liens and claims of liens, to maintain and repair the Mortgaged Property, to procure and maintain insurance thereon, or to perform otherwise as required herein, Mortgagee may advance the moneys necessary to pay the same, to accomplish such maintenance and repairs, to procure and maintain such insurance or to so perform; Mortgagee is hereby authorized to enter upon the Mortgaged Property for such purposes.

6.3 Upon written request by Mortgagee, Mortgagor shall appear in and prosecute or defend any action or proceeding that may affect the lien or the priority of the lien of this Mortgage or the rights of Mortgagee hereunder and shall pay all costs, expenses (including the cost of searching title) and attorneys' fees incurred in such action or proceeding. Mortgagee may appear in and defend any action or proceeding purporting to affect the lien or the priority of the lien of this Mortgage or the rights of Mortgagee. Mortgagee may pay, purchase, contest or compromise any adverse claim, encumbrance, charge or lien that in the judgment of Mortgagee appears to be prior or superior to the lien of this Mortgage, other than any Permitted Exceptions.

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IN SENATE
JANUARY 11, 1900
REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1899

AND
A
STATEMENT OF THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AS OF JANUARY 1, 1900

ALSO
A
STATEMENT OF THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AS OF JANUARY 1, 1900

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STATEMENT OF THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AS OF JANUARY 1, 1900

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6.4 Without obtaining the prior written consent of Mortgagee, Mortgagor shall not sell, transfer, convey, assign or otherwise dispose of, or further encumber, all or any part of the Mortgaged Property or any interest therein, voluntarily or involuntarily, by operation of law or otherwise. If Mortgagor is a corporation, partnership or joint venture, any material change (except for a change in complete conformance with subsection 9.2(iii) of the Loan Agreement) in the ownership or management of, or interest in, Mortgagor shall be deemed to be a transfer of the Mortgaged Property. Upon the occurrence of any such transaction with Mortgagee's consent, or without Mortgagee's consent if Mortgagee elects not to exercise its rights and remedies for an Event of Default, Mortgagee (i) may increase the interest rate on all or any part of the Obligation to its then current market rate for similar indebtedness; (ii) may charge a loan fee and a processing fee in connection with the change; and (iii) shall not be obligated to release Mortgagor from any liability hereunder or for the Obligation except to the extent required by law. Consent to any such transaction shall not be deemed to be consent or a waiver of the requirement of consent to any other such transaction.

6.5 All rights, powers and remedies granted Mortgagee herein, or otherwise available to Mortgagee, are for the sole benefit and protection of Mortgagee, and Mortgagee may exercise any such right, power or remedy at its option and in its sole and absolute discretion without any obligation to do so. In addition, if, under the terms hereof, Mortgagee is given two or more alternative courses of action, Mortgagee may elect any alternative or combination of alternatives, at its option and in its sole and absolute discretion. All monies advanced by Mortgagee under the terms hereof and all amounts paid, suffered or incurred by Mortgagee in exercising any authority granted herein, including reasonable attorneys' fees, shall be added to the Obligation, shall be secured by this Mortgage, shall bear interest at the highest rate payable on any of the Obligation until paid, and shall be due and payable by Mortgagor to Mortgagee immediately without demand.

6.6 Mortgagor, upon request of Mortgagee, shall promptly correct any defect, error or omission that may be discovered in the content of this Mortgage or in the execution or acknowledgment hereof. In addition, Mortgagor shall do such further acts as may be necessary or that Mortgagee may reasonably request to carry out more effectively the purposes of this Mortgage, to subject any property intended to be encumbered hereby to the lien and security interest hereof, and to perfect and maintain the lien and security interest hereof.

6.7 In addition to any financial reports required by the Loan Agreement, within ninety (90) days after the close of each fiscal year and within fifteen (15) days after the close of each monthly accounting period of Mortgagor, Mortgagor shall deliver to Mortgagee financial statements of Mortgagor, including a balance sheet and statements of income and expenses that include the results of the financial operation of the Mortgaged Property as well as results of the financial operation of all Bosa outlets owned or managed by Mortgagor, all in reasonable detail and

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prepared according to generally accepted accounting principles. Year end statements shall be made on both a consolidated and consolidating basis, and shall be certified by an independent certified public accountant; monthly statements shall be certified by Mortgagor, if Mortgagor is an individual, by the chief financial officer of Mortgagor, if Mortgagor is a corporation, or by a general partner of Mortgagor, if Mortgagor is a partnership. Monthly statements shall contain a consolidated statement on total sales in all outlets owned by Mortgagor, whether or not purchased with proceeds of the Note. In addition, monthly statements shall summarize the resale of Bosa outlets. When requested by Mortgagee, Mortgagor shall promptly deliver, in writing, such further information as Mortgagee shall reasonably request relating to any of such financial statements. Upon ten (10) days' request, Mortgagee may have access to Mortgagor's books and records to enable Mortgagee to verify the information furnished Mortgagee pursuant to this paragraph.

SECTION 7. REPRESENTATIONS AND WARRANTIES

7.1 If Mortgagor is a corporation, partnership or trust, it (i) is duly organized, validly existing and in good standing under the laws of the state in which it is organized; (ii) is qualified to do business and is in good standing under the laws of the state in which the Mortgaged Property is located and in each state in which it is doing business; (iii) has full power and authority to own its properties and assets and to carry on its business as now conducted; and (iv) is fully authorized and permitted to execute and deliver this Mortgage. The execution, delivery and performance by Mortgagor of this Mortgage and all other documents and instruments relating to the Obligation will not result in any breach of the terms or conditions or constitute a default under any agreement or instrument under which Mortgagor is a party or is obligated. Mortgagor is not in default in the performance or observance of any obligations, covenants or conditions of any such agreement or instrument.

7.2 The liens, security interests and assignments created hereby will be valid, effective, properly perfected and enforceable liens, security interests and assignments.

7.3 All financial statements, profit and loss statements, statements as to ownership and other statements or reports previously or hereafter given to Mortgagee by or on behalf of Mortgagor are and shall be true, complete and correct as of the date thereof. There has been no material adverse change in the financial condition or the results of the operation of Mortgagor since the latest financial statement of Mortgagor given to Mortgagee.

7.4 Mortgagor has filed all federal, state and local tax returns and has paid all of its current obligations before delinquent, including all federal, state and local taxes and all other payments required under federal, state or local law.

7.5 All representations and warranties made herein shall survive the execution hereof, the execution and delivery of all other documents

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and instruments in connection with the Obligation, and until the Obligation has been fully paid and performed.

SECTION 8. DEFAULTS; REMEDIES

8.1 The occurrence of any of the following events or conditions shall constitute an "Event of Default" under this Mortgage:

(a) Any failure to pay any principal or interest or any other part of the Obligation when the same shall become due and payable and such failure continues for ten (10) days after notice thereof to Mortgagor.

(b) Any failure or neglect to perform or observe any of the terms, provisions, or covenants of this Mortgage, the Note, the Loan Agreement or any other document or instrument executed or delivered in connection with the Obligation and such failure or neglect either cannot be remedied or, if it can be remedied, it continues unremedied for a period of ten (10) days after notice thereof to Mortgagor.

(c) Any warranty, representation or statement contained in this Mortgage, the Note, the Loan Agreement or any other document or instrument executed or delivered in connection with the Obligation, or made or furnished to Mortgagee by or on behalf of Mortgagor, that shall be or shall prove to have been false when made or furnished.

(d) The filing by Mortgagor, any endorser of the Note, or any guarantor of the Obligation (or against Mortgagor or such endorser or guarantor to which Mortgagor or such endorser or guarantor acquiesces or which is not dismissed within sixty (60) days after the filing thereof) of any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter in effect; the entry of an order for relief under such laws with respect to Mortgagor or such endorser or guarantor; or the appointment of a receiver, trustee, custodian or conservator of all or any part of the assets of Mortgagor or such endorser or guarantor.

(e) The insolvency of Mortgagor, any endorser of the Note or any guarantor of the Obligation; or the execution by Mortgagor or such guarantor or endorser of an assignment for the benefit of creditors; or the convening by Mortgagor or such guarantor or endorser of a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of Mortgagor or such guarantor or endorser to pay its debts as they mature; or if Mortgagor or such guarantor or endorser is generally not paying its debts as they mature.

(f) The admission in writing by Mortgagor, any endorser of the Note or any guarantor of the Obligation that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature.

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(g) The death or incapacity of Mortgagor, any endorser of the Note or any guarantor of the Obligation, if an individual, or the liquidation, termination or dissolution of Mortgagor or any such endorser or guarantor, if a corporation, partnership or joint venture.

(h) Any attachment, garnishment, levy or execution upon, or judicial seizure of, any portion of the Mortgaged Property which is not released within ten (10) days after its creation.

(i) Except for liens approved by Mortgagee, the existence or the filing of any lien or encumbrance against the Mortgaged Property other than any Permitted Exceptions that is not removed, released or bonded over to Mortgagee's satisfaction within fifteen (15) days after its creation.

(j) The institution of any legal action or proceedings to enforce a mortgage, deed of trust or other lien upon the Mortgaged Property, which is not dismissed or bonded over to Mortgagee's satisfaction within five (5) days after its institution.

(k) The abandonment by Mortgagor of all or any part of the Mortgaged Property.

(l) The existence of any encroachment upon the Mortgaged Property that has occurred without the approval of Mortgagee that is not removed or corrected within thirty (30) days after its creation.

(m) Unless otherwise agreed to by Mortgagee, the demolition or destruction of, or any substantial damage to, the Mortgaged Property.

(n) The occurrence of any event of default under the Note, the Loan Agreement, or any other document or instrument executed or delivered in connection with the Obligation including, without limitation, any event of default under any other mortgage or deed of trust executed or delivered in connection with the Obligation.

(o) The occurrence of any event of default under any document or instrument given by Mortgagor in connection with any other indebtedness of Mortgagor to Mortgagee.

(p) The occurrence of any adverse change in the financial condition of Mortgagor that Mortgagee, in its reasonable discretion, deems material, or if Mortgagee in good faith shall believe that the prospect of payment or performance of the Obligation is materially impaired.

8.2 Upon the occurrence of any Event of Default, and at any time thereafter while such Event of Default is continuing, Mortgagee may do one or more of the following:

(a) Declare the entire Obligation to be immediately due and payable, and the same, with all costs and charges, shall be collectible

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the records of the Clerk of the Court.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Illinois
My Commission Expires _____

Witness my hand and the seal of my office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

My Commission Expires _____

Notary Public in and for the State of Illinois

My Commission Expires _____

Notary Public in and for the State of Illinois

My Commission Expires _____

Notary Public in and for the State of Illinois

My Commission Expires _____

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thereupon by action at law, except that upon the occurrence of any Event of Default specified in Section 8.1(d), 8.1(e) or 8.1(f) hereof, the entire obligation shall become and be immediately due and payable without any declaration, notice or demand.

(b) Commence proceedings for foreclosure of this Mortgage in the manner provided by law.

(c) Exercise any or all of the remedies of a secured party under the Uniform Commercial Code with respect to any personal property covered hereby. If Mortgagee should proceed to dispose of any personal property in accordance with the provisions of the Uniform Commercial Code, five (5) days' notice by Mortgagee to Mortgagor shall be deemed to be commercially reasonable notice under any provision of the Uniform Commercial Code requiring notice. Mortgagor, however, agrees that all property of every nature and description, whether real or personal, covered by this Mortgage, together with all personal property used on or in connection with the Premises or any business conducted thereon by the Mortgagor and covered by separate security agreements, are encumbered as one unit, that this Mortgage and such security interests, at Mortgagee's option, may be foreclosed or sold in the same proceeding, and that all property encumbered (both realty and personalty), at Mortgagee's option, may be sold as such in one unit as a going business, subject to the provisions of applicable law.

(d) Send notifications to any and all lessees and tenants under the Leases that all Rents shall be paid to Mortgagee. Thereafter, Mortgagee shall be entitled to collect the Rents until Mortgagor cures all Events of Default and may apply the Rents collected at its sole discretion to the maintenance of the Mortgaged Property or the payment of the Obligation.

(e) Apply any funds in the possession or control of Mortgagee under the provisions of paragraph 5.5 hereof to the payment of the Obligation, in lieu of the purposes specified in that paragraph.

(f) Without regard to the adequacy of any security for the Obligation, enter upon and take possession of all or any part of the Mortgaged Property, either in person or by agent or employee, or by a receiver appointed by a court of competent jurisdiction; Mortgagor shall on demand peaceably surrender possession of the Mortgaged Property to Mortgagee. Mortgagee, in its own name or in the name of Mortgagor, may operate and maintain all or any part of the Mortgaged Property to such extent as Mortgagee deems advisable, may rent and lease the same to such persons, for such periods of time, and on such terms and conditions as Mortgagee in its sole discretion may determine, and may sue for or otherwise collect any and all Rents, including those past due and unpaid. In dealing with the Mortgaged Property as a mortgagee in possession, Mortgagee shall not be subject to any liability, charge, or obligation therefor to Mortgagor, other than for gross negligence or willful misconduct, and shall be entitled to operate any business then being

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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conducted or which could be conducted thereon or therewith at the expense of and for the account of Mortgagor (and all net losses, costs and expenses thereby incurred shall be advances governed by paragraph 6.5 hereof), to the same extent as the owner thereof could do, and to apply the Rents to pay the receiver's expenses, if any, for the operation of the Mortgaged Property and then in the manner provided in paragraph 3.3 herein.

8.3 At any time after the institution of foreclosure proceedings, upon application of Mortgagee, a receiver may be appointed by any court of competent jurisdiction to take charge of all the Mortgaged Property, to manage, operate and carry on any business then being conducted or that could be conducted on the Premises, to carry on, protect, preserve, replace and repair the Mortgaged Property, and receive and collect all Rents and to apply the same to pay the receiver's expenses for the operation of the Mortgaged Property and then in the manner provided in paragraph 3.3 herein. Upon appointment of said receiver, Mortgagor shall immediately deliver possession of all of the Mortgaged Property to such receiver.

8.4 Mortgagor shall pay all costs and expenses, including without limitation costs of title searches and title policy commitments, court costs and reasonable attorneys' fees, incurred in enforcing payment and performance of the Obligation or in exercising the rights and remedies of Mortgagee hereunder. Such court costs and attorneys' fees shall be set by the court and not by jury, shall be included in any judgment obtained by Mortgagee, shall be added to the Obligation and secured by this Mortgage.

8.5 In addition to any remedies provided herein for an Event of Default, Mortgagee shall have all other legal or equitable remedies allowed under applicable law. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any Event of Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Event of Default. No delay on the part of Mortgagee in exercising any such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of that Event of Default. Mortgagee may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Obligation after its due date, Mortgagee shall not thereby waive the agreement contained herein that time is of the essence, nor shall Mortgagee waive either its right to require prompt payment or performance when due of the remainder of the Obligation or its right to consider the failure to so pay or perform an Event of Default.

8.6 Mortgagor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Mortgagor and each and every person, except judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

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OFFICE OF THE CLERK OF COOK COUNTY
110 NORTH LAUREL STREET, CHICAGO, ILLINOIS 60602
TELEPHONE: (312) 321-1000
FAX: (312) 321-1001
WWW.COOKCOUNTYCLERK.COM

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SECTION 9. GENERAL PROVISIONS

9.1 The acceptance of this Mortgage by Mortgagee shall not be considered a waiver of or in any way to affect or impair any other security that Mortgagee may have, acquire simultaneously herewith, or hereafter acquire for the payment or performance of the Obligation, nor shall the taking by Mortgagee at any time of any such additional security be construed as a waiver of, or in any way to affect or impair the security of this Mortgage; Mortgagee may resort, for the payment or performance of the Obligation, to its several securities therefor in such order and manner as it may determine.

9.2 Without notice or demand, without affecting the obligations of Mortgagor hereunder or the personal liability of any person for payment or performance of the Obligation, and without affecting the lien or the priority of the lien of this Mortgage, Mortgagee, from time to time, may: (i) extend the time for payment of all or any part of the Obligation, accept a renewal note therefor, reduce the payments thereon, release any person liable for all or any part thereof, or otherwise change the terms of all or any part of the Obligation; (ii) take and hold other security for the payment or performance of the Obligation and enforce, exchange, substitute, subordinate, waive or release any such security; (iii) consent to the making of any map or plat of the Mortgaged Property; (iv) join in granting any easement on or in creating any covenants, conditions or restrictions affecting the use or occupancy of the Mortgaged Property; (v) join in any extension or subordination agreement; or (vi) release any part of the Mortgaged Property from this Mortgage. Any such action by Mortgagee may be taken without the consent of any junior lienholder and shall not affect the priority of this Mortgage over any junior lien.

9.3 Mortgagor waives and agrees not to assert: (i) any right to require Mortgagee to proceed against any guarantor, to proceed against or exhaust any other security for the Obligation, to pursue any other remedy available to Mortgagee, or to pursue any remedy in any particular order or manner; (ii) demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand and nonpayment, relating to the Obligation; and (iii) any benefit of, and any right to participate in, any other security now or hereafter held by Mortgagee.

9.4 Mortgagee shall have the right to inspect the Mortgaged Property at all reasonable times.

9.5 Time is of the essence hereof. If more than one Mortgagor is named herein, the word "Mortgagor" shall mean all and any one or more of them, severally and collectively. All liability hereunder shall be joint and several. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, personal representatives, successors and assigns. The term "Mortgagee" shall include not only the original Mortgagee hereunder but also any future owner and holder, including pledgees, of the Note. The provisions hereof shall apply to the parties

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according to the context thereof and without regard to the number or gender of words or expressions used.

9.6 This Mortgage cannot be changed except by agreement, in writing, signed by Mortgagor and Mortgagee.

9.7 No offset or claim that Mortgagor now or may in the future have against Mortgagee shall relieve Mortgagor from paying or performing the Obligation.

9.8 Each covenant, condition and provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law but if any covenant, condition or provision of this Mortgage shall be held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid covenant, condition or provision had not been contained herein.

9.9 This Mortgage shall be governed by and construed in accordance with the laws of the State of Arizona, except that the laws of the state in which the Mortgaged Property is located shall apply to the creation, perfection and priority of liens and security interests and to any foreclosure, sale, appointment of receiver or other remedy with respect to the Mortgaged Property. Any procedures provided herein for such remedies shall be modified by and replaced with, wherein inconsistent with or required by, any procedures or requirements of the laws of the state in which the Mortgaged Property is located.

9.10 All notices required or permitted to be given hereunder shall be in writing, and shall become effective twenty-four (24) hours after such are deposited with the United States Postal Service, certified or registered, postage prepaid, addressed as shown above, or to such other address as such party may, from time to time, designate in writing.

9.11 The Obligation, in addition to being secured by this Mortgage, is also secured by other mortgages and deeds of trust and by other lien, assignment and security documents covering real and personal property located in various states. This Mortgage and all other such mortgages and deeds of trust and other lien, assignment and security documents secure the entire Obligation without allocation of any property to any portion of the Obligation; provided, however, that certain mortgages and/or deeds of trust may contain a limitation on the maximum amount secured by that mortgage.

SECTION 10. GROUND LEASE PROVISIONS

10.1 Denny's, Inc., a California corporation is the lessee and First National Bank of Highland Park is the lessor under a lease dated July 6, 1977. Mortgagor is the sublessee and Denny's, Inc., a California corporation, is the sublessor (hereinafter called "Sublessor") under that Sublease more particularly described on Schedule "A" attached hereto and under which

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the records of the Clerk of the Court.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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Mortgagor owns the interest in the Mortgaged Property as described in Section 1 hereof. Mortgagor does hereby assign, transfer, convey and set over to Mortgagee all of Mortgagor's right, title and interest in and to the above-referenced Sublease agreement together with all obligations of Sublessor due or to be performed thereunder or with respect thereto (all hereinafter called the "Ground Sublease") as security for payment and performance of the Obligation. The lien of this Mortgage attaches to all of Mortgagor's rights and remedies at any time arising under or pursuant to Section 365(h) of the Bankruptcy Code, including, without limitation, all of Mortgagor's rights to remain in possession of the Mortgaged Property under Section 365(h).

10.2. Mortgagor represents, warrants and covenants that:

(a) The Ground Sublease, as of the date hereof, is valid and in good and current standing, not having been altered, amended, changed, terminated or cancelled in any way, and no breach or default exists therein or thereunder.

(b) Mortgagor had full power, right and authority to execute and deliver the Ground Sublease and has full power, right and authority to execute and deliver this assignment thereof.

(c) Mortgagor has not conveyed, transferred, or assigned the Ground Sublease or any right or interest therein, has not further subleased any of the Mortgaged Property and has not executed any other document or instrument that might prevent or limit Mortgagee from operating under the terms and provisions hereof.

(d) Mortgagor shall make no other assignment of the Ground Sublease or of any right or interest therein and shall not further sublease all or any part of the Mortgaged Property without the prior written consent of Mortgagee.

(e) Mortgagor shall promptly pay when due (at least ten (10) days before delinquent) all rents and other sums becoming due under the Ground Sublease and shall perform and observe, in timely fashion, each and all of the other covenants, conditions, obligations and agreements on the part of Mortgagor to be performed or observed under the Ground Sublease in strict accordance with the terms and conditions thereof. Mortgagor shall not do or permit anything to be done, the doing of which, or omit or refrain from doing anything, the omission of which, would or could be a breach or default under the Ground Sublease or a basis for declaring a forfeiture or termination thereof.

(f) Mortgagor shall not waive, execute any agreement that could be interpreted as waiving, or in any manner

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IN SENATE
JANUARY 10, 1900

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1899

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THE COMMISSIONERS OF THE LAND OFFICE
HONORABLE SENATOR
JANUARY 10, 1900

release or discharge Sublessor from, any covenants, conditions, obligations or agreements under or related to the Ground Sublease to be performed or observed by Sublessor, or condone any nonperformance thereof, but shall, at its sole cost and expense, enforce and secure the performance of all such covenants, conditions, obligations and agreements under or related to the Ground Sublease to be performed or observed by Sublessor.

10.3 Mortgagor hereby authorizes Mortgagee, upon an Event of Default or upon default under the Ground Sublease, and upon the election by Mortgagee to exercise its rights hereunder, to enforce Mortgagor's rights under the Ground Sublease and to receive any performance of Sublessor thereunder. Mortgagor hereby authorizes Sublessor to accept this assignment and authorizes and directs Sublessor, upon such default by Mortgagor and election by Mortgagee, to make and render all acts and performances required of Sublessor under the terms of the Ground Sublease directly to Mortgagee or its nominee as Mortgagee may direct. Mortgagor hereby relieves Sublessor from any liabilities to Mortgagor which Mortgagor might otherwise have or assert by reason of the making or rendering of any performance by Sublessor under the Ground Sublease to Mortgagee or its nominee.

10.4 Should there occur any default in any payment or performance of any of Mortgagor's obligations under the Ground Sublease, then Mortgagee, without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may pay or perform such obligations in such manner and to such extent as it may deem necessary; Mortgagee is hereby authorized to enter upon the Mortgaged Property for such purposes. The exercise of any right or authority herein granted shall not cure nor waive any Event of Default nor invalidate any act done hereunder because of any Event of Default.

10.5 Mortgagor does hereby make, constitute and appoint Mortgagee, its successors and assigns, Mortgagor's true and lawful attorney in fact, in Mortgagor's name, place and stead or otherwise, upon any Event of Default or upon default by Mortgagor under the Ground Sublease, and at any time thereafter while such Event of Default or default by Mortgagor under the Ground Sublease is continuing:

(a) To do all acts and to execute, acknowledge, obtain and deliver any and all instruments, documents, items or things necessary, proper or required as a term, condition or provision of the Ground Sublease or in order to exercise any rights of Mortgagor under the Ground Sublease or to receive and enforce any performance due Mortgagor under the Ground Sublease;

(b) To give any notices, instructions, or other communications to Sublessor or to any other person or entity in connection with the Ground Sublease;

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(c) To demand and receive all performances due under or with respect to the Ground Sublease and to take all lawful ways and means for the enforcement thereof and to compromise and settle any claim or cause of action in Mortgage arising from or related to the Ground Sublease and give acquittances and other sufficient discharges relating thereto; and

(d) To file any claim or proceeding or to take any other action, either in its own name, in that of its nominee, in the name of Mortgage, or otherwise, to enforce performance due under or related to the Ground Sublease or protect and preserve the right, title and interest of Mortgagee hereunder.

The power of attorney given herein is a power coupled with an interest and shall be irrevocable so long as any part of the Obligation remains unpaid or unperformed.

10.6 The occurrence of a default by Mortgage under any of the terms and conditions of the Ground Sublease shall constitute an Event of Default hereunder that shall entitle Mortgagee, without any grace period, to immediately exercise its rights and remedies set forth herein for an Event of Default.

10.7 No change, amendment or modification shall be made to the Ground Sublease (including without limitation the amount of rent or other sums payable thereunder) or to the instructions of Mortgage contained herein without the prior written approval of Mortgagee.

10.8 Mortgage shall promptly notify Mortgagee of any default or breach of or under the Ground Sublease or of any failure of performance or other condition that, with the giving of notice or the passage of time, or both, could become a default or breach by Sublessor of or under the Ground Sublease.

10.9 Mortgage shall immediately upon receipt deliver or mail directly to Mortgagee, addressed as set forth above, a true, exact and full copy of any and all notices of default or breach and any and all other communications respecting a default or breach, alleged default or breach, failure of performance or other condition that with the passage of time or the giving of additional notice, or both, could become a default or breach by Mortgage of or under the Ground Sublease, or otherwise relating to Mortgage's good standing with respect to the Ground Sublease.

10.10 Mortgagee shall not be subject to any obligation or liability under the Ground Sublease, including, without limitation, any duty to perform any of the terms, conditions, provisions or agreements made by Mortgage, but any and all such obligations and liabilities shall continue to rest upon Mortgage as though this assignment had not been made.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and seal of office at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

By _____
Deputy Clerk of Cook County, Illinois

Attest:

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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10.11 Mortgagee shall have the right at any time to appear in and defend and be represented by counsel of its own choice in any action or proceeding purporting to affect Mortgagor's rights under the Ground Sublease.

10.12 Mortgagor shall indemnify and hold Mortgagee harmless from any and all damages and losses arising as a result of or related to the Ground Sublease, or the exercise by Mortgagee of any of its rights hereunder, including, without limitation, any judgment, amounts paid in settlement, and all costs and expenses, including reasonable attorneys' fees, incurred in defending or settling any action, suit or proceeding in connection with the foregoing.

10.13 No failure on the part of Sublessor to comply with, honor and perform in accordance with the Ground Sublease shall affect the liability of any party to pay and perform the Obligation or affect Mortgagor's obligations hereunder.

10.14 If at any time prior to the full payment and performance of the Obligation, Mortgagor shall acquire by any method any estate, title or interest in the Mortgaged Property greater than that which Mortgagor now has, the lien of this Mortgage shall attach, extend to, and be a lien upon such estate, title or interest so acquired and the lien on such greater estate, title or interest shall be superior to all liens and encumbrances created subsequent to the recording of this Mortgage. Mortgagor hereby expressly grants, transfers and assigns to Trustee, with power of sale, upon the terms and conditions herein set forth, all such greater estate, title or interest at any time acquired by Mortgagor in and to the Mortgaged Property. Upon request of Mortgagee from time to time, Mortgagor shall execute and deliver to Mortgagee proper documents and instruments to subject such greater estate, title or interest to the lien of this Mortgage, all in form satisfactory to Mortgagee. In the event the lien of this Mortgage does not attach, extend to and become a lien upon such greater estate, title or interest acquired by Mortgagor, such greater estate, title or interest shall not merge with the estate, title or interest encumbered hereby but shall remain separate and distinct and the estate, title and interest encumbered hereby shall remain in full force and effect, without merger, notwithstanding that all such estates, titles and interests may be held by Mortgagor or any third party.

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The undersigned, Clerk of Cook County, 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 Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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10.15 Mortgagor shall not, without Mortgagee's prior written consent, elect to treat the Ground Sublease as terminated under Section 365(h)(1) of Bankruptcy Code. Any such election made without such consent shall be void.

IN WITNESS WHEREOF, these presents have been executed by Mortgagor.

BOSA INTERNATIONAL, INC.

By *Charles D. ...*
its *...*
MORTGAGOR

(CORPORATE SEAL)

Property of Cook County Clerk's Office

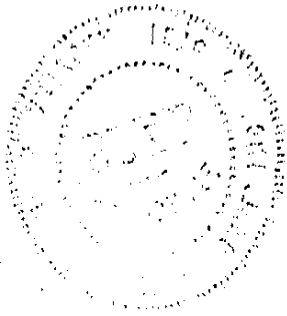


-86-020378

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2000-38

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T-143.033.E

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STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 7th
day of January, 1986, by Charles Narnist, Sr., the
President of BOSA INTERNATIONAL, INC.,
an Arizona corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Marcia Ahlson
Notary Public

My commission expires:
My Commission Expires June 28, 1987

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INVESTIGATION REPORT

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26-000918

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SCHEDULE "A"

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF COOK,
STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

That certain portion, as indicated by cross-hatch on the
attached map, of the building located on land described as:

LAND: LOT 3, EXCEPTING THEREFROM THE WEST 17.00 FEET THEREOF TAKEN FOR THE
WIDENING OF SOUTH CICERO AVENUE, IN BLOCK 5 IN FREDRICK H. BARTLETT'S
PLEASANT HILL GARDENS, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
BEING A RECTANGLE SHAPED PARCEL CONTAINING 32.851 SQUARE FEET AND HAVING NET
USABLE FRONTAGE OF 132.94 FEET ON CICERO AVENUE BY NET USABLE OF 247.46 FEET
AND NET FRONTAGE OF 133.04 FEET OF KEATING AVENUE, IN COOK COUNTY, ILLINOIS.

PIN 24-03-306-004
rp

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26-000018

EXHIBIT "B" (revised August 8, 1977)

Attached to and made part of lease agreement dated July 6, 1977, by and between First National Realty & Development Company, hereinafter referred to as "lessor" and Denny's, Inc., a California corporation, hereinafter referred to as "lessee".

86-000378

INITIAL

[Handwritten signature]

DENNY'S PARKING

247.5C

WALKWAY

WINCHELLS
230 30 FT. W

SECT B 341G

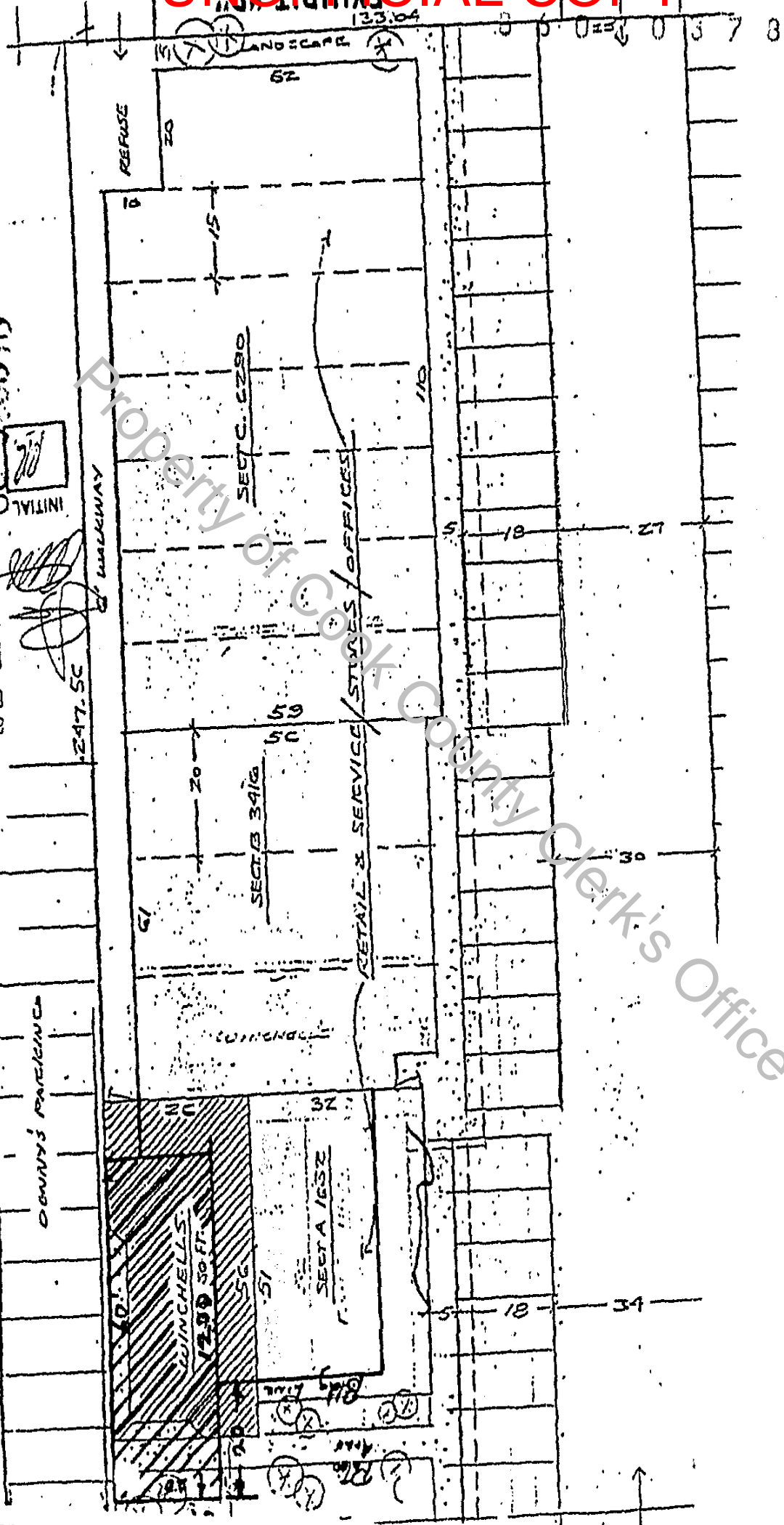
SECT C 229D

RETAIL & SERVICE STORES/OFFICES

133.04

LANDSCAPE

REFUSE



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Permitted Exceptions:

1. TAXES FOR THE YEARS 1984 AND 1985 AND SUBSEQUENT YEARS.
SECOND INSTALLMENT TAXES FOR THE YEAR 1984 AND ENTIRE YEAR 1985 TAXES ARE
NOT YET DUE OR PAYABLE.
FIRST INSTALLMENT 1984 TAXES ASSESSED IN THE AMOUNT OF \$21,362.21 ARE SHOWN
AS PAID.
TAX IDENTIFICATION NO. 24-03-306-004

2. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN A DEED RECORDED ON
NOVEMBER 19, 1974 AS DOCUMENT 22911281.

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SCHEDULE "B"

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T-143.009.F

PROMISSORY NOTE

\$10,366,000.00

Tucson, Arizona

Nov - 25, 1985

FOR VALUE RECEIVED, the undersigned BOSA INTERNATIONAL, INC., an Arizona corporation ("Maker"), promises to pay to the order of FIRST INTERSTATE BANK OF ARIZONA, N.A., COMMERCIAL DEPARTMENT at 140 North Stone Avenue, Post Office Box 390, Tucson, Arizona 85702 or at such other place as the holder hereof may from time to time designate in writing, the principal sum of TEN MILLION THREE HUNDRED SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$10,366,000.00) or so much thereof as the holder hereof may advance to or for the benefit of Maker plus interest calculated on a daily basis (based on a 365-day year) from the date hereof on the principal balance from time to time outstanding as hereinafter provided, principal, interest and all other sums payable hereunder to be paid in lawful money of the United States of America as follows:

So long as the outstanding principal balance of the Loan is from \$0 to and including \$3,000,000.00, interest shall accrue at the rate of one percent (1%) per annum in excess of the Prime Rate. The Prime Rate is defined as the interest rate per annum designated by First Interstate Bank of Arizona, N.A. as its "Prime Rate," as announced by that Bank from time to time. The interest rate on this indebtedness will change from time to time on the effective date of, and in conformity with, changes in the Prime Rate. So long as the outstanding principal balance of the Loan is from \$3,000,000.01 to and including \$6,000,000.00, interest shall accrue at the rate of one and one quarter percent (1.25%) per annum in excess of the Prime Rate. So long as the outstanding principal balance is in excess of \$6,000,000.00, interest shall accrue at the rate of one and one-half percent (1.5%) in excess of the Prime Rate. All accrued interest shall be due and payable on the first day of each and every month commencing with the first month after the date of this Note. In addition to accrued interest, commencing on the first day of the seventh month following the date of this Note, and continuing on the first day of each and every month thereafter, a repayment of principal in the amount of \$124,891.00 shall be due and payable until the first day of the ninth month after the date of this Note, when the remaining unpaid principal balance, together with accrued interest and charges, and all other amounts payable hereunder shall be due and payable.

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Maker agrees to an effective rate of interest that is the rate stated above plus any additional rate of interest resulting from any other charges in the nature of interest paid or to be paid in connection with this Note.

All payments on this Note shall be applied first to the payment of any costs, fees or other charges incurred in connection with the indebtedness evidenced hereby, next to the payment of accrued interest and then to the reduction of the principal balance.

This Note is issued pursuant to that loan agreement (the "Loan Agreement") of even date herewith between Maker and the payee hereof and is secured by, among other things, various Mortgages or Deeds of Trust, Assignment of Rents and Security Agreement (collectively, the "Deed of Trust") of even date herewith, executed by Maker, as trustor, in favor of the payee, as beneficiary, encumbering property situate, respectively, in Illinois, Minnesota, Ohio and Texas. The Deed of Trust and all other documents or instruments securing the indebtedness evidenced by this Note or executed or delivered in connection with this Note are herein called the "Security Documents." The terms of all of the Security Documents are hereby incorporated by reference into this Note.

Time is of the essence of this Note. At the option of the holder hereof, the entire unpaid principal balance, all accrued and unpaid interest and all other amounts payable hereunder shall become immediately due and payable without notice upon the failure to pay any sum due and owing hereunder as provided herein if such failure continues for ten (10) days after notice thereof to Maker or upon the occurrence of any event of default under the Loan Agreement or any Security Document.

After maturity, including maturity upon acceleration, the unpaid principal balance, all accrued and unpaid interest and all other amounts payable hereunder shall bear interest at that rate that is two percent (2%) above the rate in effect on the date the unpaid balance becomes immediately due and payable. Maker shall pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred in the collection or enforcement of all or any part of this Note. Such court costs and attorneys' fees shall be set by the court and not by jury, shall be included in any judgment obtained by the holder hereof and shall be secured by the Security Documents.

Maker shall have the option to prepay this Note, in full or in part, at any time without penalty provided that prepayment is in conformance with the Loan Agreement. All prepayments shall be applied in the inverse order of maturity, or, at the option of the holder, in the regular order of maturity.

In all events, the entire unpaid principal balance, all accrued and unpaid interest and all other sums payable hereunder shall be due and payable on June 1, 1993.

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Section 10-10-10 of the Illinois Vehicle Code provides that the driver of a motor vehicle shall exercise due care and attention to avoid colliding with any pedestrian who may be crossing the roadway.

It is the duty of the driver of a motor vehicle to exercise due care and attention to avoid colliding with any pedestrian who may be crossing the roadway.

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2010/01/01

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* Date to be supplied at closing. First day of 90th calendar month after date of Note.

Failure of the holder to exercise any option hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default or in the event of continuance of any existing default after demand for strict performance hereof.

Maker, sureties, guarantors and endorsers hereof: (a) agree to be jointly and severally bound, (b) severally waive any homestead or exemption right against said debt, (c) severally waive demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand and nonpayment of this Note, (d) consent that the holder hereof may extend the time of payment or otherwise modify the terms of payment of any part or the whole of the debt evidenced by this Note, at the request of any other person primarily liable hereon, and such consent shall not alter nor diminish the liability of any person, and (e) agree that the holder may setoff at any time any sums or property owed to any of them by the holder hereof.

All notices required or permitted in connection with this Note shall be given at the place and in the manner provided in the Loan Agreement for the giving of notices.

This Note shall be governed by and construed according to the laws of the State of Arizona.

IN WITNESS WHEREOF, this Promissory Note has been executed as of the date first written above.

BOSA INTERNATIONAL, INC.

By
Its
MAKER

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DEPT-01 RECORDING \$39.70
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39.00 MAIL