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MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned ROWELL CHEMICAL CORPORATION,

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to OCCIDENTAL CHEMICAL CORPORATION, a New York corporation, 360 Rainbow Boulevard South, Niagra Falls, NY 14302

a corporation organized and existing under the laws of the State of New York hereinafter referred to as the Mortgagee the following real estate, situated in the County of Cook in the State of Illinois, together with the other property located on said Real Estate described in the printed provisions below and at Section B(9) of the Rider attached hereto and by this reference made a part hereof.

70 31 406 (02) 3

COOK COUNTY, ILLINOIS
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PTN: 23 06 302 007 (8001)
23 06 302 007 (8002)
23 07 100 014 (8001)
23 07 100 014 (8002)
23 06 302 005
23 07 100 014

Address: 1010 Archer Avenue
Willow Springs, IL

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on property with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income obtain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of Three Hundred Seventy Five Thousand and no/100

_____ Dollars (\$375,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of _____ as stated therein and at Section B(11) of the Rider _____ DOLLARS (\$ _____) on the _____ day of each month commencing with _____ with the entire sum to pay attached hereto and made a part hereof.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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MORTGAGE

to

Property of Cook County Clerk's Office

Loan No.

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Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

(8) A Rider of seven (7) pages, containing Section B(9) through B(17) is hereto attached and by this reference made a part hereof.

IN WITNESS WHEREOF, the Mortgagor, has caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this 16th day of January _____ A. D. 19 86

ATTEST

Henry J. Deiters
Secretary

Rowell Chemical Corporation

By

[Signature]
President

STATE OF ILLINOIS }
COUNTY OF Cook } SS

I, GAIL COPLEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT NAT J. ROWELL, President of Rowell Chemical Corporation

and HENRY J. DEITERS, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and _____ 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 Corporation, for the uses and purposes therein set forth; and the said HENRY J. DEITERS

Secretary then and there acknowledged that he, as custodian of the corporate seal of said Corporation, did affix said seal to said Instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of January _____, A. D., 19 86

[Signature]
Notary Public

My Commission expires: 12-1-89

This instrument prepared by:

Joseph E. McNitt
69 W. Washington Street
Chicago, Illinois 60602 **BOX 688-CA**

MAIL TO ->

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which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) or procuring all such abstracts of title, title searches, examinations and reports, guaranty policies,

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of

(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without attaching the lien hereby created or the priority of said lien or of any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises emasse without offering the several parts separately;

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been paid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under Section A(2) above, or for either purpose;

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes; and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim, or advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

B. THE MORTGAGOR FURTHER COVENANTS:

(9) That if the Mortgagee shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without charging the amount of the monthly payments, unless such change is by mutual consent.

(8) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act;

(5) To keep said premises in good condition and repair, without waste, and free from any mechanics, or other lien or claim of lien now or expressly subordinated to the lien hereof;

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the Master's or Commissioner's Deed; and in case of loss under such policies, receiver or redemption agent, or any grantee in the Master's or Commissioner's Deed, shall not excuse the Mortgagee from making all monthly payments until the indebtedness is paid in full.

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

A. THE MORTGAGOR COVENANTS:

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RIDER ATTACHED TO AND MADE A PART OF MORTGAGE
DATED JANUARY 16, 1986 MADE BY ROWELL CHEMICAL
CORPORATION, AS MORTGAGOR, TO OCCIDENTAL CHEMICAL,
AS MORTGAGEE

B(9). The property hereby mortgaged by Mortgagor is the following:

(a) All of the leasehold estate and interest of Mortgagor (the "Leasehold Estate") in and to the following described real estate:

Lots one hundred eighty-four (184) and one hundred eighty (180) in "Sanitary District Trustees' Subdivision of right-of-way from North and South center line of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian to Will County Line"; containing twenty-nine and one-half acres, more or less, and being situated in Cook County, Illinois.

said Leasehold Estate and interest having been created by that certain Indenture of Lease (the "Lease") dated December 13, 1956, executed by The Metropolitan Sanitary District of Greater Chicago, an Illinois municipal corporation, as Lessor, and by Publicker Chemical Corporation, a Louisiana corporation, as Lessee, a memorandum of which Lease was recorded in the office of the Recorder of Deeds of Cook County, State of Illinois on May 16, 1983, as Document No. 26605373 and which Lease was assigned and amended with the consent of Lessor by the said Publicker Chemical Corporation to the said Rowell Chemical Corporation, Mortgagor hereunder, as evidenced by that certain "Assignment of Lease and Amendment to Lease and Acceptance by Lessee Assignee Rowell Chemical Corporation" dated April 1, 1983, and recorded in the office of the Recorder of Deeds of Cook County, State of Illinois on May 16, 1983, as Document Nos. 26605374 and 26605375, together with any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Mortgagor in or to the premises demised by said Lease, and

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Mortgagor expressly agrees that if Mortgagor shall, at any time prior to payment in full of all indebtedness secured hereby, acquire fee title or any other greater or additional estate to the premises demised by said Lease, the lien of this mortgage shall attach, extend to, cover and be a lien upon such fee simple title or other greater or additional estate.

(b) Together with: all extensions and renewals of the term of the Lease; all easements appurtenant thereto, heretofore or hereafter acquired, including without limitation the access easement granted in Article V, section 5.08 of the Lease; all tenements, hereditaments, privileges, rights and licenses (including without limitation that certain license for access with the Forest Preserve District of Cook County, Illinois) and the reversions and remainders thereof, all proceeds of insurance and awards of other compensation given in connection with a taking of the leasehold estate, appurtenances, improvements and other property aforesaid under right of eminent domain; all options of Mortgagor relating to said real estate or leasehold and estates and rights appurtenant thereto; and the benefit of all covenants contained in said Lease and any other agreement governing appurtenant rights.

(c) Together with: all improvements, buildings, equipment, fixtures and other property now or hereafter located on the real estate subject to the Lease, including, without limitation all tanks and other structures and buildings of every kind together with all private or public utility easements and improvements appurtenant to or servicing same and all machinery and equipment attached to or used in connection with the same, and further including without limitation property and types of property set forth in the printed provisions of this mortgage and the buildings, structures and fixtures identified on Schedule A of this Mortgage, together with all substitutions, additions and replacements thereof, and all right to possession of all of the foregoing (collectively, the "Improvements").

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(d) Together with: all rents, issues, deposits, and profits accruing and to accrue from the Leasehold Estate and the Improvements and the avails thereof.

B(10). Mortgagor warrants and covenants that, as of the date hereof, Mortgagor is well seized of an indefeasible estate in fee simple in the Improvements and is the Lessee of the Leasehold Estate, in possession and full observance of its obligations as Lessee, with full right, power and authority to mortgage the Leasehold Estate and all rights and estates appurtenant in the manner and form set forth herein.

B(11). Interest on the indebtedness hereby secured shall accrue on the principal balance remaining from time to time unpaid for each calendar quarter, at an annual rate from and after the date hereof at the prime rate as charged at the end of each such calendar quarter by the Continental Illinois National Bank and Trust Company of Chicago, of Chicago, Illinois. Interest so calculated shall be paid quarterly on the principal balance of indebtedness then outstanding, with the first payment commencing July 1, 1986, and continuing on the first day of each successive October, January, April and July until the entire indebtedness has been repaid.

The principal balance of the indebtedness hereby secured shall be paid in twenty (20) equal quarter-annual installments of Eighteen Thousand Seven Hundred Fifty and no/100 Dollars (\$18,750.00) each, commencing July 1, 1986, and continuing on the first day of each successive October, January, April and July until the entire indebtedness has been repaid, provided, however, that the entire principal balance hereof, if not sooner paid, shall be paid, together with all accrued and unpaid interest thereon and all other sums secured hereby, on April 1, 1991.

B(12). All of the terms, conditions, covenants and provisions of the Lease, including amendments and documents assigning the same to Mortgagor, are incorporated herein by this reference and hereby made a part hereof. Mortgagor shall perform all of the covenants and obligations of Lessee under the Lease before same become delinquent, and a breach of any of said covenants and obligations, or the occurrence of an event of default under the Lease, shall constitute a default under the terms and provisions of this mortgage and the note hereby secured, for all purposes of this mortgage and said note, and Mortgagee shall thereupon have all of the rights and be entitled to exercise all the remedies provided in this mortgage upon default in the performance of any covenant in this mortgage or said note.

In addition to the aforesaid rights and remedies, but not in limitation thereof, Mortgagee shall have the right to perform on behalf, and for the account, of Mortgagor the covenant or obligation in default under the Lease and Mortgagee's costs of so doing (including Mortgagee's reasonable attorneys' fees and costs attendant thereto) shall become so much additional indebtedness hereby secured and shall become immediately due and payable together with interest thereon at the rate provided in said note. For such purposes, Mortgagee shall be entitled to immediate possession of the Premises under the Lease and Mortgagor shall deliver same to Mortgagee upon demand therefor.

B(13). Mortgagor hereby represents and warrants to Mortgagee that all conditions to the validity of the Lease and the rights of the parties thereunder have been fulfilled, that the Lease is in full force and effect and not amended or modified in any respect, and that no obligation of any party thereto is in

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default and that no notice of any default thereunder has been given or received by Mortgagor. Any breach of, or inaccuracy in, the aforesaid representations and warranties shall constitute a default under the provisions of this mortgage and the note hereby secured for all purposes of this mortgage and said note.

B(14). Without the prior written consent of the Mortgagee, Mortgagor shall not assign or transfer any interest of Mortgagor in the property hereby mortgaged or grant any mortgage, lien, pledge, or security interest therein, or otherwise encumber same, or sublease the premises held by Mortgagor under the Lease, and any such assignment, transfer, mortgage, lien, pledge, security interest, encumbrance or sublease made without the prior written consent thereto by Mortgagee shall be void and of no force and effect.

Any transfer (whether voluntary or otherwise) of any part or all of any shares of stock in Mortgagor or evidences of indebtedness constituting securities in Mortgagor (or pledge, encumbrance or hypothecation of same) to any person or entity other than present shareholders or their immediate families of Mortgagor pursuant to Stock Purchase Agreement dated November 12, 1982, shall conclusively be deemed a transfer or assignment prohibited by this paragraph.

B(15). Mortgagor further covenants and agrees:

(a) That Mortgagor will not surrender the leasehold estate and interest hereby mortgaged, nor terminate or cancel said Lease, and that Mortgagor will not, without the prior written consent of Mortgagee, modify, change, supplement, alter or amend the Lease, either orally or in writing, and as further security for the repayment of the indebtedness hereby secured and

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for the performance of the covenants herein and in said Lease contained, Mortgagor hereby assigns to Mortgagee all Mortgagor's rights as Lessee under said Lease to terminate, cancel, modify, change, supplement, alter or amend said Lease and any such termination, cancellation, modification, change, supplement, alteration, or amendment of said Lease made without the prior written consent thereto by Mortgagee shall be void and of no force and effect. As further security to Mortgagee, Mortgagor does hereby deposit with Mortgagee, Mortgagor's original of the Lease to be retained by Mortgagee until all indebtedness secured hereby is fully paid.

(b) That no release or forbearance of any of Mortgagor's obligations under the Lease pursuant to the Lease or otherwise shall release Mortgagor from any of its obligations under this Mortgage including its obligations with respect to the payment of rent as provided for in the Lease and performance of all of the terms, provisions, covenants, conditions and agreements contained in the Lease to be kept, performed and complied with by Lessee therein.

(c) Unless Mortgagee shall otherwise expressly consent in writing, the fee title to the property demised by said Lease and the Leasehold Estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the Lessor or in the Lessee or any third party by purchase or otherwise.

B(16). In the event of any damage to the premises or Improvements under the Lease, the proceeds of insurance therefor shall, in the discretion of Mortgagee, be applied against the indebtedness hereby secured or to the repair and restoration of said damage. Notwithstanding anything to the contrary in the Lease, including Article Six thereof, the determination as to

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whether or not such damage shall be repaired and such restoration undertaken shall be made in the sole discretion of Mortgagee. If Mortgagee shall determine to make such repair and restoration, and if Mortgagor shall fail to comply with Mortgagor's obligations hereunder and under the Lease with respect to such repair and restoration, Mortgagee may do so on behalf, and for the account, of Mortgagor and shall be entitled to immediate possession of the premises for such purposes. All costs and expenses of such repair and restoration, whether performed by Mortgagor or Mortgagee, in excess of the insurance proceeds available therefor, together with interest thereon at the rate provided in the note secured hereby if Mortgagee performs such repairs, shall be paid by Mortgagor upon demand therefor by Mortgagee.

B(17). This mortgage shall be construed as a "Security Agreement" within the meaning of the Uniform Commercial Code as adopted by the State of Illinois. Mortgagor hereby grants to Mortgagee a security interest in the property hereby mortgaged, including the fixtures, equipment and all other property on or about the premises under the Lease. Mortgagee shall have all the rights with respect to said property afforded to it by the Uniform Commercial Code as adopted by the State of Illinois in addition to but not in limitation of the other rights afforded Mortgagee by the note and this mortgage.

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