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This document is being re-recorded to correct the date.

MORTGAGE

This Indenture is a Mortgage of Both Real and Personal Property and is, Among Other Things, a Security Agreement Affecting Chattels, Fixtures and Personal Property Situated on Realty.

\$21.00
~~XXXX~~

THIS MORTGAGE made and entered into this 6th day of November, 1985, by ALLAN R. HOFFMAN and EVELINE HOFFMAN, his wife, and ROBERT KAPLAN and LOIS KAPLAN, his wife, hereinafter referred to as Borrower or as First Party, and GERMANIA, F.A., whose address is 543 East Broadway, Alton, Illinois, 62002, hereinafter referred to as Second Party.

WITNESSETH, that the First Party, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of One Dollar (\$1.00), to First Party paid by the Second Party (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the Second Party all of its interest in and to the land, premises and property, described on Exhibit A which is attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, claim and demand whatsoever of the First Party, of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in value of the premises, to the extent of all amount of which may be secured by this Mortgage and Security Agreement at the date of receipt of any such award or payment by the Second Party, and of the reasonable counsel fees, costs and disbursements incurred by the Second Party in connection with the collection of such award or payment. First Party agrees to execute and deliver, from time to time, such further instruments as may be requested by the Second Party to confirm such assignment to the Second Party of any such award or payment;

TOGETHER with all and every right, title and interest of the First Party in and to any and all of the following to the extent located on the premises and owned by First Party: buildings, improvements, equipment, appurtenances, machinery, apparatus, fittings and fixtures of every kind and nature now or hereafter constructed or placed on the above described real estate, or any part thereof, including, but without limiting the generality of the foregoing, the buildings now or hereafter located on said real estate and all partitions, screens, awnings, window shades, ducts, dynamos, motors, engines, compressors, boilers, furnaces, elevators, escalators, vacuum cleaning systems, call systems, sprinkler systems, fire prevention and extinguishing apparatus, cooling systems, refrigerating, air conditioning, heating, plumbing, ventilating, and gas and electric light fixtures, furniture, furnishings and all other machinery, apparatus, equipment and fixtures of every kind whatsoever in, or that shall be placed in, any building or buildings now or hereafter located on said real estate, or any part thereof, including all extensions, improvements, betterments, replacements, renewals of, or accessions to, and all cash or non-cash proceeds, immediate or remote, of the foregoing, all of which machinery, apparatus, equipment, fittings and fixtures are hereby understood and agreed to be part and parcel of the real estate conveyed by this Mortgage and Security Agreement, as between the parties hereto,

69-99-448 DN
Address of property: 8851 So Green, Chicago, IL.
PIN: 19-34-123-008-000 RS

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their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this Mortgage and Security Agreement.

TO HAVE AND TO HOLD THE SAME, with the appurtenances, unto the Second Party, and unto the successors of the Second Party forever, subject to the terms and conditions herein.

THIS INDENTURE IS MADE to secure the payment of the promissory note of even date herewith in the principal sum of Four Hundred Fifty Thousand Dollars (\$450,000.00), which indebtedness is evidenced by First Party's Promissory Note, dated of even date herewith, providing for monthly installments of principal and interest as specified in said Note, with the balance of the indebtedness, if not sooner paid, being due and payable on December 1, 1994.

FIRST PARTY COVENANTS AND AGREES THAT:

1. The First Party will pay the sums of money specified in the Note (including, but not by way of limitation, future advances or additional loans and all other amounts secured hereby) and the interest thereon, at the time and in the manner specified in the Note and herein.
2. Before they become delinquent, the First Party will pay, or cause to be paid, all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in the state in which said premises are situated against the Second Party on this instrument or the sum hereby secured or evidenced by said Note; and will immediately deliver to the Second Party, at its aforesaid office, receipts of the proper officers therefor and, if not paid, the Second Party may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately and shall be secured by this instrument.
3. At the request of Second Party, First Party will deposit with Second Party on the first day of each month such amounts as the Second Party shall from time to time estimate as appropriate to accumulate a fund with which to pay, before delinquency, all general, municipal, state, county and school taxes and assessments on the property mortgaged hereunder, such deposits to be held by Second Party in an interest bearing account, interest to be paid to First Party, such amounts to be applied by the Second Party to the payment of such taxes. Any deficiency in such deposits shall be paid by the First Party and any excess shall be returned by the Second Party. In the event of default hereunder or under the Note hereby secured, Second Party may, at its option, apply such deposits then in its hands upon the principal of said Note remaining unpaid or upon any other indebtedness of First Party secured hereby.
4. First Party will not assign the rent or any part of the rent of said premises, or assign First Party's interest as lessor under any lease covering all or any portion or portions of said premises, without the prior written consent of the Second Party. At the request of the Second Party, First Party will execute collateral assignments in form and substance satisfactory to Second Party of First Party's interest as lessor under any lease or leases covering all or any portion or portions of said premises.
5. Any of the following shall constitute an event of default hereunder: (i) any assignment made by the then owner of the premises for the benefit of creditors; (ii) any appointment of a receiver, liquidator, or trustee of the then owner of the premises or of any of its property; (iii) the adjudication of such owner to be a bankrupt or insolvent; (iv) the filing of any

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petition, bankruptcy, reorganization, or arrangement of such owner pursuant to the Federal Bankruptcy Act or any similar statute; (v) the institution of or proceeding for the dissolution or liquidation of such owner if such appointment, adjudication, petition or proceeding be not discharged, stayed or dismissed within sixty (60) days;

6. In the event of any default in any of the covenants or conditions of this instrument, at its option, the Second Party may foreclose this instrument as a mortgage in any court of competent jurisdiction and shall be entitled to the immediate appointment of a receiver for the collection of the rents of said premises during the pendency of such foreclosure. This right is cumulative and is not a waiver of the right to advertise and sell under Second Party's power of sale.

7. In the event of any default in any of the covenants or conditions of this instrument, the rents of the premises are hereby assigned to the Second Party as security for the payment of the indebtedness secured hereby. First Party hereby appoints Second Party a true and lawful attorney in fact to manage the premises and collect the rents, with full power to bring suit for collection of said rents and possession of said premises, giving and granting unto said Second Party and unto his agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Second Party to make or cause to be made any repairs that may be needful and necessary, and the Second Party in the management of said premises and the collection of any rents shall not be liable for other than actual malfeasance, and shall not be liable because of any delay or leniency allowed or suffered in the collection of such rents. The Second Party shall receive the proceeds of the rents and profits of said premises, out of which he shall pay: FIRST: Reasonable charges for collection of said rents, reasonable attorney's fees incurred by the Second Party in acting hereunder, cost of necessary repairs and other costs and expenses requisite and necessary during the continuance of this power of attorney and assignment of rents, including any and all advancements made by Second Party; NEXT: General and special taxes and accrued principal and interest under any prior Mortgage due and remaining unpaid, and the remainder, if any, he shall apply toward the payment of the Note, or any installment thereunder, herein mentioned as they fall due and the balance on any other indebtedness secured hereby. This power of attorney and assignment of rents shall be irrevocable until this Mortgage and Security Agreement shall have been satisfied and released of record, and the releasing of this Mortgage and Security Agreement shall act as a revocation of this power of attorney and assignment of rents. This power of attorney to collect rents shall not take effect until and unless default is made in the payment of principal or interest on the Note secured hereby or any extension thereof, default in the performance of any covenant in this Mortgage contained, and shall continue only during such default or any subsequent default.

8. No building or other property now or hereafter covered by the lien of this Mortgage and Security Agreement shall be removed, demolished, or materially altered without the prior written consent of the Second Party, except that First Party shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage and Security Agreement, such equipment, fixtures and personal property located on said premises and owned by First Party as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment, fixtures and personal property shall be replaced with other equipment, fixtures and personal property of a value and utility at least equal to that of the replaced equipment, fixtures and personal property and free from chattel mortgage, security agreement, financing statement, or other encumbrance and from any reservation of

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title, and, by such removal and replacement (unless said equipment is leased), the First Party shall be deemed to have subjected such equipment fixtures and personal property to the lien of this Mortgage and Security Agreement.

9. First Party will not receive or collect any rents, issues, income, earnings, or profits of the mortgaged premises and property more than one (1) month in advance of the respective monthly (or shorter) periods in respect of which they are to accrue, except for an additional one (1) month's rent which First Party may require any tenant of the mortgaged premises other than Tenant in possession as of the date hereof and property to deposit in advance as security for the performance of such tenant's obligations.

10. First Party will at all times maintain, preserve and keep, or cause to be maintained, preserved and kept, the mortgaged premises and every part thereof, with the fixtures and appurtenances thereto, in thorough repair, working order and condition, and First Party will, from time to time, make, or cause to be made, all needful and proper repairs, betterments, renewals, replacements and improvements whenever any portion of the mortgaged property or said fixtures or appurtenances shall be worn out or destroyed or shall have become obsolete, inefficient or otherwise unfit for use. Without limiting the generality of First Party's obligations herein, the Second Party has the right to demand any repairs or maintenance reasonably deemed necessary for the preservation of its security, and refusal to comply by First Party within thirty (30) days of the date of demand shall constitute an immediate default hereunder, notwithstanding anything herein to the contrary.

11. If First Party shall fail to make any payment secured hereby or to perform any of the covenants herein contained, the Second Party may perform the same on First Party's behalf or make advances for such purposes; and First Party hereby agrees to repay upon demand all sums so advanced on its behalf and agrees to reimburse the Second Party upon demand for all expenses paid or incurred in connection therewith (including, without limitation, reasonable attorneys' fees) with interest from the date hereof at the rate of two percent (2%) over the rate provided for in said Note (or at the highest rate of interest then allowable by law, whichever is lower), and all sums so advanced or paid, with interest as aforesaid, shall be secured hereby, but no such advance or payment shall be deemed to relieve the First Party from any default hereunder.

12. First Party will not suffer any mechanics', laborers', materialmen's or any other similar liens to remain on the mortgaged property or any part thereof; provided, however, that First Party shall have the right to contest any such lien so long as First Party diligently pursues such contest and provides to Second Party adequate security against any loss, cost or expense resulting from such lien.

13. First Party will, upon reasonable request, forthwith execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, mortgages, transfers, financing statements or continuations and assurances in law, as the Second Party may reasonably require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Second Party all and singular the hereditaments and premises, estates and property hereby conveyed, mortgaged, pledged or assigned, or intended so to be, or which the First Party or others hereafter may become bound to convey, mortgage, pledge or assign to the mortgagee for the mortgaged property.

14. In the event of foreclosure hereunder, any portion of the net proceeds received for the sale of the mortgaged property at a foreclosure sale, after the payment in full of all sums due under the Note and under this Mortgage and Security Agreement to

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the holder of the Note, and all expenses incurred by such holder in connection with such foreclosure, shall be set aside for the satisfaction of all liens junior to the lien of this Mortgage and Security Agreement.

15. The rights of the Second Party arising under the clauses and covenants contained in this Mortgage and Security Agreement shall be separate, distinct, and cumulative, and none of them shall be in exclusion of the others; no act of the Second Party shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

16. If there shall be any transfer of legal or beneficial ownership of the premises not expressly permitted hereunder, or any portion thereof, including any transfer as security for an indebtedness, by the First Party without the prior written consent, which shall not unreasonably be withheld, of the Second Party such transfer or change shall constitute a default hereunder and Second Party may, at Mortgagee's option, accelerate the maturity of the Note secured hereby, demand payment at once of all sums secured hereby, and, if payment be not made in accordance with said demand, the Second Party may cause the foreclosure of this instrument as provided herein, or exercise any other rights herein provided for. Provided, however, that without the need to obtain the consent of Second Party Borrowers may convey the mortgaged premises to one another or to a legal entity owned and controlled by them or either of them; provided, further, that this limitation shall not preclude a transfer without the need to obtain the consent of Second Party of Borrowers interest on the death of either or both of them to any member of the immediate family (i.e. spouse, children and their direct descendants) or to any of said individuals legal representatives.

17. First Party is the lawful owner of the fee estate to the mortgaged premises and has a good right to sell and convey the same as aforesaid; that said premises are free and clear of all encumbrances, except as referred to hereinabove, and as set forth on Exhibit B and that it will warrant and defend the same unto the said Second Party, and unto the Second Party against the lawful claims and demands of all persons whomsoever.

18. It will keep or cause to be kept the improvements now or hereafter on said premises and the personal property conveyed hereby insured against loss or damage by fire and the hazards or perils covered by the extended coverage endorsements, boiler explosion, and other casualties which may be reasonably required by Second Party, in companies satisfactory to Second Party, and in an amount which is not less than the unpaid principal balance of the Note secured, and will deliver, or cause to be delivered, certificates of all such policies of insurance to Second Party. The First Party shall deliver or cause to be delivered to the Second Party a new certificate as replacement for any expiring policy at least fifteen (15) days before the date of such expiration.

If all or any part of the premises shall be destroyed or damaged at any time by fire or other cause whatsoever, and First Party shall with reasonable dispatch proceed to repair, rebuild, restore, renew and replace the same, or cause such work to be done, and in the event the First Party is not in default in any of the covenants by it to be performed hereunder or in any payments to be made under the provisions of the Notes hereby secured, then, in such case but not otherwise, all insurance monies shall be paid out from time to time as the work progresses upon such architects' or other certificates as may be reasonably required by the Second Party for the cost of such repairing, rebuilding, restoring, renewing or replacing of said property. The plans and specifications for the repairing, rebuilding, restoring, renewing or replacing of the property must be approved in writing by the Second Party before such repairing,

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rebuilding, restoring, renewing or replacing of the property shall commence, such approval not to be unreasonably withheld or delayed. If the First Party is in default in any of the covenants by it to be performed hereunder or in any payments to be made under the provisions of the Notes hereby secured, Second Party may apply such proceeds either on account of the principal debt or interest or other sums then due under the Notes hereby secured, or to the cost of restoring the premises or of replacing any personal property covered by this deed of trust and security agreement, or both.

In the event that the First Party fails promptly to repair, renew, restore, rebuild or replace the premises or any part thereof, as provided in the last preceding paragraph, or to cause the same to be done, then the Second Party, in its absolute discretion, is hereby authorized (but not required), without prejudice to any other right hereunder, in the name of the First Party or otherwise, to do such repairing, rebuilding, restoring, renewing or replacing and to have all insurance moneys including any proceeds of insurance policies applied toward the cost of such repairing, rebuilding, restoring, renewing or replacing, and to do all other needful things to restore and preserve the security of the this Mortgage, and in such event, and for such purpose, the interest of the First Party in all such insurance moneys shall be by virtue hereof assigned and transferred to said Second Party, and said Second Party is hereby constituted the attorney of the First Party to collect the same and to enforce any rights and to exercise any remedies of the First Party relative to any insurance policies.

If the premises are completely destroyed or are so substantially damaged as to render the premises wholly untenable, or are so destroyed or damaged by a cause not required to be insured against hereunder, then the First Party may elect not to rebuild and restore said premises, provided the First Party shall pay to the Second Party the whole of the outstanding principal sums under the Note together with interest to the date of repayment. In the event of such election, the First Party shall be entitled to have the amount of any insurance proceeds applied against such payment, and if the insurance proceeds shall exceed the amount required for such payment, the surplus shall be returned to the First Party. Such election not to restore said premises and payment shall be made by the First Party within sixty (60) days from the date such loss is suffered.

19. In the event that the mortgaged property or any part thereof is taken under the power of eminent domain or by condemnation, the Second Party shall as a matter of right be entitled to the entire proceeds of any award which may be made to First Party, which award is hereby assigned to the Second Party. In the event of a total taking, the proceeds of such award shall be applied to the payment of the indebtedness secured hereby, and if such proceeds shall exceed the amount required under the terms and provisions of the Mortgage to release the premises above described then the excess shall be returned to the First Party.

In the event of a partial taking, the award is to be used first, in the event that no default then exists hereunder, to restore the damaged building in accordance with plans and specifications to be submitted to and approved by the Second Party, and the Second Party's approval of such plans and specifications shall not be unreasonably withheld or delayed, if, in the reasonable judgment of Second Party, such restoration is practicable, and provided further, that such award is sufficient to cover the cost of restoration, or, if not, that the First Party first pay, or cause to be paid, such costs of restoration in excess of the award. The proceeds of the award shall be paid out from time to time as the work progresses upon such architects' certificates or other certificates as may be reasonably required by the Second Party for the cost of such restoration of said property. If the amount of the award shall

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exceed the cost of such restoration, the surplus shall be paid to First Party or applied upon the indebtedness secured hereby as First Party shall elect. Should there be any default hereunder at the time of the taking by eminent domain, the entire award shall be applied as the Second Party may elect.

First Party shall be permitted to negotiate a settlement with the condemning authority in connection with the amount of the award to be paid by reason of the taking by power of eminent domain or by condemnation of the property hereinabove described, or any part thereof; provided, however, that no agreement as to the amount of any such award shall become final or binding upon the Second Party until consented to in writing by the Second Party; provided further, that Second Party shall not unreasonably withhold or delay such consent, and provided that any award, whether paid as a result of a negotiated settlement or judgment shall be paid to the Second Party, and Second Party is hereby appointed attorney-in-fact for this purpose and as such is duly authorized and empowered to receive, receipt for, discharge and satisfy any such award and judgment, whether joint or several, on behalf of First Party, which said receipt, discharge and satisfaction shall be as legally effective and binding as if given directly by First Party.

PROVIDED, however, that until a default or defaults in any of the terms, clauses, covenants and conditions of this instrument, or of the notes secured hereby, the First Party shall be suffered and permitted to use and enjoy the premises and property and to receive the income, rents and profits, and rental value thereof.

20. Any extension of the time for payment of the indebtedness secured hereby or any modification of the instrument or instruments evidencing the indebtedness secured hereby, granted to any future owner of the premises conveyed, shall not relieve First Party from the liability to pay said indebtedness nor release First Party with respect thereto.

21. In the event of any default as defined above or failure to perform any covenant or condition set forth herein, First Party shall have the following curative periods, after written notice of any default: (1) Fifteen (15) days in the case of payments due on account of the Notes; (2) Thirty (30) days in the case of any other default, except, if the default is of such nature that it cannot be reasonably cured within said period, then if the First Party takes prompt steps to cure such default and prosecutes such steps with due diligence, the curative period shall be extended accordingly, and no default or event of default shall be deemed to exist until the expiration of the applicable cure period without a cure having been effected, or if a cure cannot reasonably be completed within such period, then commenced and thereafter diligently prosecuted to completion.

22. Any and all advances made by Second Party pursuant to any of the provisions of this mortgage shall bear interest at the rate of two percent (2%) over the rate provided for in the Note (or at the highest rate of interest then allowable by law, whichever is lower) from the date of payment.

23. Notice to the First Party hereunder shall be deemed given when placed in the United States Mail, postage prepaid, as registered matter, return receipt requested, addressed to First Party at:

Mr. Robert Kaplan
516 South Fifth Street
St. Charles, Missouri 63302

Mr. Allan Hoffman
St. Louis County Realty
12312 Olive Street Road
Suite 17
St. Louis, Missouri 63141

or at such other address as the First Party shall from time to time specify in writing.

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24. This Mortgage and Security Agreement creates a security interest in the property included in premises and constitutes a security agreement under the Illinois Uniform Commercial Code. First Party shall execute, file and refile such financing statements or other security agreements as Second Party shall reasonably require from time to time with respect to property included in the premises. First Party hereby authorizes Second Party to file such financing statement or statements pursuant to the said Uniform Commercial Code, without the signature of First Party, as Second Party may deem necessary to perfect such interest or right in its favor and First Party agrees to reimburse Second Party for any expenses incurred in the filing thereof. Without the written consent of Second Party, no security interest will be created or suffered to be created under the provisions of the Illinois Uniform Commercial Code, as same, together with any amendments or supplements thereto, may be in effect, with respect to any goods, fixtures, equipment, appliances, or articles of personal property now attached to or used or hereafter attached to or used in connection with the premises and owned by First Party.

25. Financial Reports. Borrower will keep adequate books and records of account and will so long as the indebtedness secured hereby remains unpaid, deliver to the Second Party, within one hundred twenty (120) days after the close of each successive fiscal year of the Borrower, a balance sheet of Borrower and an annual statement of income and expenses for the period in detail reasonably satisfactory to the Second Party and such other financial information as the Second Party may reasonably request. Such statements shall be in a form reasonably acceptable to the Second Party, and shall include, without limitation, income (all sources), real estate taxes, insurance, operating expenses, depreciation deduction, federal income taxes and balance sheet. If any such statement is not in a form acceptable to the Second Party or if the Borrower fails to furnish any such statement and report, the Second Party shall have the right to audit the books and records of the Borrower, at the expense of the Borrower, or in the alternative, to declare a default hereunder; provided, however, that if Second Party disapproves the form or content of the statement, it shall specify the reasons therefor, and First Party shall have thirty (30) days to cure any specified deficiency.

All financial statements of the Borrower shall be prepared in accordance with generally accepted accounting practices, as to the annual statements of income and expenses by a general partner of Borrower, as fairly representing the financial condition and operating results for the period and shall be accompanied by a certificate of a general partner of Borrower, dated within ten (10) days of the making of such statements, stating that there is no event of default, nor any set of facts which after notice or lapse of time or both would constitute an event of default or, if any such event of default has occurred and is continuing, specifying the nature and period of existence thereof, and what action Borrower has taken or proposes to take with respect thereto, and, except as otherwise specified, stating that Borrower has fulfilled all of its obligations under this Mortgage which are required to be fulfilled on or prior to the date of such certificate. All financial statements and other information furnished by Borrower to the Second Party were when furnished and remain at the time of execution hereof, true and without any misleading omissions.

26. Remedies. If an event of default shall have occurred and be continuing, the Second Party may proceed to protect and enforce his rights, and the rights of the holder of the Note, by any action at law, suit in equity, or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against any violation of any of the terms hereof, or in aid of the exercise of any power granted herein or by law. Borrower will pay on demand all reasonable costs and expenses (including without limitation, reasonable attorneys' fees and expenses, publication costs and

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title charges) incurred by and on behalf of the Second Party or the holder of the Note in enforcing this Mortgage or occasioned by any default hereunder. Such costs and expenses shall constitute indebtedness secured by this Mortgage. No failure or delay on the part of the Second Party to exercise any right, remedy, power or privilege provided for herein or by statute, or at law or in equity or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege hereunder, or under the Note preclude any other right, remedy, power or privilege. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any then existing or subsequent breach of a similar or dissimilar character. The subsequent acceptance of any payments made in accordance with the terms hereof or under the Note shall not be deemed a waiver of any prior existing event of default regardless of the Second Party's knowledge of such prior existing event of default at the time of its acceptance of any such payments.

27. Foreclosure. If an event of default shall occur and be continuing, the Second Party at any time may proceed at law, or in equity, or otherwise, to foreclose the lien of this Mortgage, or as agent of the holder of the Note, to exercise all rights granted to secured parties under the Illinois Uniform Commercial Code as to the personal property, or to proceed in part by each of such methods as may be appropriate under applicable law, and the election of one method shall not waive, extinguish or in any manner impair the simultaneous or successive use of any other method or methods.

28. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto, the term Second Party shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise, and the term First Party shall include any subsequent owner or owners of the premises.

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29. First party hereby waives its right of redemption from sale under any judgment of foreclosure of such mortgage in accordance with the provisions of I.R.S. 110 §12-124.

IN WITNESS WHEREOF, the First Party have duly caused to be executed this Mortgage and Security Agreement as of the day and year first above written.

Allan R. Hoffman
ALLAN R. HOFFMAN

Eveline Hoffman
EVELINE HOFFMAN

Robert Kaplan
ROBERT KAPLAN

Lois Kaplan
LOIS KAPLAN

STATE OF Missouri)
COUNTY OF St. Louis) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Allan R. Hoffman and Eveline Hoffman, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing

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instrument, appeared before me this day in person and severally acknowledged that as husband and wife, they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 6th day of November, 1985.

Patricia A. Blake
Notary Public

My Commission Expires:

~~PATRICIA A. BLAKE
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 10/6/89
ST. LOUIS COUNTY~~

ST. LOUIS COUNTY, ILLINOIS
RECORD

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STATE OF Missouri)
COUNTY OF St. Louis) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert Kaplan and Lois Kaplan, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as husband and wife, they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 6th day of November, 1985.

Patricia A. Blake
Notary Public

My Commission Expires:

~~PATRICIA A. BLAKE
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 10/6/89
ST. LOUIS COUNTY~~

This Document Prepared By:
THOMAS, MOTTAZ, EASTMAN & SHERWOOD
307 Henry Street
P.O. Box 940
Alton, Illinois 62002
(618) 462-9201

Mails to:
Germania Federal Savings
and Loan Association
Attn: Stephen J. Schwartz
543 E. Broadway
P.O. Box 557
Alton IL. 62002

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ST. LOUIS COUNTY, ILLINOIS
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Property of Cook County Clerk's Office

EXHIBIT A

THE NORTH 142.60 FEET OF THE SOUTH 262.60 FEET AS MEASURED ON THE WEST LINE OF LOT "A" IN THE RESUBDIVISION OF CERTAIN LOTS AND VACATED STREETS IN SCOTTSDALE THIRD ADDITION, BEING RAYMOND L. LUTGERT'S RESUBDIVISION OF PART OF LOT 5 IN THE ASSESSOR'S SUBDIVISION OF SECTION 34 AND THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF PART OF LOT 3 IN THE SUBDIVISION OF LOT 4 IN SAID ASSESSOR'S SUBDIVISION, ALSO LOTS "B", "C" AND "D" IN SCOTTSDALE FIRST ADDITION, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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EXHIBIT B
to
MORTGAGE AND SECURITY AGREEMENT

(Naugles)

1. Rights of the City of Chicago to Maintain a sewer under that part of the land falling in the intersection of West 82nd Place and South Keating Avenue as originally dedicated in Scottsdale Third Addition.
2. Easement for public utilities over the east 5 feet of the land as shown on the plat of said resubdivision recorded as document 15953109.
3. Easement in, upon, under and along the east 5 feet of land to install and maintain all equipment for the purpose of serving the land and other property with electric service, together with right of access thereto, as created by grant to the Commonwealth Edison Company recorded July 23, 1962 as document 18540538.
4. Easement grant made by Ford City Bank and Trust Company, a corporation of Illinois, as trustee under trust agreement dated May 10, 1972 and known as trust number 186, recorded July 11, 1983 as document 26682033, granting to the Peoples Gas Light and Coke Company, a corporation of Illinois, and its successors and assigns, an easement to construct, reconstruct, renew, replace, operate, maintain, inspect, alter, repair and remove a gas main or service pipes and such drips, valves, fittings, meters and other equipment as may be necessary or convenient for such operations, and also the right to use, from time to time any adjoining or adjacent vacant land when reasonably required in the laying, construction, maintaining, operating, repairing, renewing, relaying, placing, inspecting or removing of said gas or service pipes, or necessary attachments, over, through, under, along and across the west 10 feet of the east 28.25 feet of the north 142.6 of the south 262.6 feet of Lot "A" in the aforesaid resubdivision.
5. Lease made by Allan R. Hoffman and Robert Kaplan, Lessors, to Naugles, Inc., Lessee, for an undisclosed term as stated on assignment of lease recorded as document 26785682.
6. Rights of the Public and Quasi-Public Utilities, if any, in the land.
7. Original short form lease dated July 25, 1981 and recorded February 6, 1984 as document 26958048 made by Robert Kaplan and Allan R. Hoffman, as Lessors and Naugles, Inc., as Lessee, demising the land for a term of 20 years from the date of opening, and all rights thereunder of and all acts done or suffered thereunder by said Lessee or by any party claiming, by, through, or under said Lessee.

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