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Illinois

INDENTURE OF SECOND MORTGAGE
AND SECURITY AGREEMENT

FROM

NU-CAR CARRIERS, INC.

as Mortgagor

TO

CHEMICAL BANK

AND

THE PHILADELPHIA NATIONAL BANK

as Mortgagee

Dated as of March 25, 1986

This instrument prepared
by James Potter, Esq.
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103



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JWA

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INDENTURE OF SECOND MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE OF SECOND MORTGAGE AND SECURITY AGREEMENT made this 25th day of March 1986, between NU-CAR CARRIERS, INC., a Massachusetts corporation, with its principal place of business at 950 Haverford Avenue, Bryn Mawr, Pennsylvania (herein referred to as "Mortgagor"), and CHEMICAL BANK, a New York banking corporation ("Chemical") and THE PHILADELPHIA NATIONAL BANK, a national banking association ("PNB") (together herein referred to as "Mortgagee").

RECITALS

Mortgagor has executed and delivered to Chemical its Note (the "Chemical Note") bearing even date herewith whereby Mortgagor is indebted to Chemical in the principal sum of Three Hundred Twenty Thousand Dollars (\$320,000), lawful money of the United States of America, with interest thereon at a rate equal to one and one-half percent (1-1/2%) in excess of the prime rate established from time to time by Chemical (the "Chemical Prime Rate") as more fully set forth in the Chemical Note, said principal sum and interest to be paid as provided in the Chemical Note, the last payment of which is due and payable on the first day of April, 1990, unless payment in full is theretofore demanded by Chemical in accordance with the terms of the Chemical Note. The Chemical Note is secured, inter alia, by this Mortgage and certain other mortgage and security documents (the "Mortgage Documents") referred to in the Chemical Note given by Mortgagor to Chemical and bearing even date herewith.

Mortgagor has executed and delivered to PNB its Note (the "PNB Note") bearing even date herewith whereby Mortgagor is indebted to PNB in the principal sum of Four Hundred Eighty Thousand Dollars (\$480,000), lawful money of the United States of America, with interest thereon at a rate equal to one and one-half percent (1-1/2%) in excess of the prime rate established from time to time by PNB (the "PNB Prime Rate") as more fully set forth in the PNB Note, said principal sum and interest to be paid as provided in the PNB Note, the last payment of which is due and payable on the first day of April, 1990, unless payment in full is theretofore demanded by PNB in accordance with the terms of the PNB Note. The PNB Note is secured, inter alia, by this Mortgage and by the Mortgage Documents also referred to in the PNB Note given by Mortgagor to PNB and bearing even date herewith.

The Chemical Note and the PNB Note are herein referred to collectively as the "Notes."

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Mortgagor in the Notes agreed to keep, observe and perform or to cause to be kept, observed and performed all of the terms, covenants, provisions, conditions, stipulations, promises and agreements on its part to be kept, observed and performed thereunder, under the Mortgage Documents and hereunder.

As further security for the obligations evidenced by the Notes, Lishon and its Subsidiaries (as hereinafter defined) have unconditionally guaranteed the full and prompt payment when due of all amounts due under the Notes under a Second Guaranty Agreement of even date herewith from Lishon and its Subsidiaries to Chemical and PNB (the "Guaranty").

The maximum amount secured by this Mortgage is Five Million Dollars (\$5,000,000).

GRANTING CLAUSES

NOW, THEREFORE, in order further to secure the payment of all sums due or to become due under the Notes or under the terms of this Mortgage, any other Mortgage Documents or any extensions or modifications of any thereof, as well as to secure the performance of all of Mortgagor's covenants and agreements contained in this Mortgage, the Notes, the other Mortgage Documents and any amendments of any thereof, and in consideration of the premises and the further sum of One Dollar (\$1.00) to Mortgagor in hand well and truly paid by Mortgagee at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, Mortgagor has granted, bargained and sold, aliened, enfeoffed, released, conveyed, confirmed, mortgaged and granted a security interest to, and by these presents does grant, bargain and sell, alien, enfeoff, release, convey, confirm and mortgage unto Mortgagee, its successors and assigns, the following property and rights now owned or held or hereafter acquired by Mortgagor (collectively the "Mortgaged Property"):

(a) Land. The lots or parcels of land situate in the City of Chicago, County of Cook and State of Illinois more particularly described in Exhibit "A" attached hereto and made a part hereof, free from any prior liens or encumbrances except that certain Indenture of Mortgage and Security Agreement, dated as of March 16, 1983, given by Mortgagor to Mortgagee (the "First Mortgage"), and except as set forth in Exhibit "B" attached hereto and made a part hereof, together with the appurtenances and all the estates and rights of Mortgagor in and to said lots or parcels of lands.

(b) Streets, Etc. All the right, title and interest of Mortgagor in and to all streets, roads and public

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lots or parcels of land, and all easements and rights of way, public or private, now or hereafter created or used in connection therewith.

(c) Improvements, Etc. All buildings and improvements of every kind and description now or hereafter erected or placed on said lots or parcels of land, and all materials, fixtures, fittings, appliances, apparatus, equipment, machinery, furnishings, furniture, carpets, chattels and articles of personal property and replacements thereof (excluding motor vehicles) (hereinafter collectively called the "Fixtures"), now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the construction, operation, use, enjoyment and occupancy or operation of said buildings and improvements, all of which when affixed as well as those now so affixed, placed or used, are represented by Mortgagor to be as of the time of affixation owned by Mortgagor free from any prior liens or encumbrances, and are intended to be subject to the lien of this Mortgage as if part of the real estate and all of which are deemed by the parties hereto to be part of the real estate.

(d) Reversions. All reversions, remainders, rents, income, issues and profits arising or issuing from said lots or parcels of land and the said buildings and improvements including all leases and subleases now or hereafter entered into covering any part of said land or such buildings and/or improvements, all of which leases, subleases, rents, issues and profits are hereby assigned to Mortgagee by Mortgagor. Mortgagee or its agent is hereby irrevocably appointed attorney-in-fact for Mortgagor (which appointment is agreed to be coupled with an interest) to collect such rents and profits, provided, however, that Mortgagee does hereby grant to Mortgagor a revocable license to collect such rents and profits, but not more than one month in advance, which license shall be automatically deemed revoked without the need of any further act of Mortgagee upon the occurrence of a Default (as hereinafter defined). Mortgagor will execute and deliver to Mortgagee on demand such assignments and instruments, in recordable form, as Mortgagee may reasonably require to implement, confirm, maintain and continue the assignment hereunder.

(e) Awards, Etc. All awards, damages, payments and other compensation and any and all claims therefor and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain of or to, or any damage, injury or destruction by casualty or otherwise in any manner caused to, said lots or parcels of land, or any part thereof, and said improvements, or from any change of grade or vacation of any street abutting thereon, all of which awards, damages, payments,

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compensation, claims and rights are hereby assigned, transferred and set over to Mortgagee to the fullest extent that Mortgagor may under the law now so do. Mortgagee is hereby irrevocably appointed attorney-in-fact for Mortgagor (which appointment is agreed to be coupled with an interest) to collect and receive any such awards, damages, payments and compensation from the authorities making the same, and to give receipts and acquittances therefor, and to institute, appear in and prosecute any proceeding therefor. All sums collected by or paid to Mortgagee pursuant to any such assignment, net of any cost incurred by Mortgagee in collecting the same (including attorneys' fees), may be: (i) applied by Mortgagee in such order of priority as Mortgagee shall determine, to the payment of accrued interest and principal, whether or not then due and payable, or any other sums secured by this Mortgage; or (ii) paid or made available to Mortgagor, on such terms as Mortgagee may specify, without thereby waiving or impairing any equity or lien, under this Mortgage, as a result of any such taking, alteration of grade, or other injury to or decrease in value of the Mortgaged Property.

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above described property to the extent that it is not recognized by law to be part of the real estate notwithstanding the agreement of Mortgagee and Mortgagor that all such property is real property. Mortgagor will execute and deliver to Mortgagee on demand, and hereby irrevocably appoints Mortgagee the attorney-in-fact for Mortgagor (which appointment is agreed to be coupled with an interest), to execute, deliver and file such financing statements and other instruments as Mortgagee may require in order to perfect and maintain such security interests under the Uniform Commercial Code.

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

UNDER AND SUBJECT to the First Mortgage, which First Mortgage was intended for recording in the Office of the Recorder of Deeds Cook County, Illinois, and subject to the encumbrances listed on Exhibit B;

AND at all times until the entire unpaid principal indebtedness of the Notes, including all sums now or hereafter due Mortgagee under the terms hereof, the Notes and the other Mortgage Documents are fully paid, together with all interest thereon, Mortgagor covenants, promises and agrees with Mortgagee as hereinafter set forth.

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ARTICLE ONE

Definitions

Section 1.01. Defined Terms. The following terms used herein shall have the following meanings, unless the context otherwise requires:

"Chemical" shall mean Chemical Bank, a New York banking corporation.

"Chemical Note" shall have the meaning set forth in the Recitals.

"Chemical Prime Rate" shall mean the rate of interest as publicly announced by Chemical at its principal office from time to time as its prime rate.

"Default" shall mean an Event of Default.

"Event of Default" shall have the meaning set forth in Section 5.01.

"Fixtures" shall have the meaning set forth in subsection (c) under the heading of "Granting Clauses."

"Guaranty" shall mean the Second Guaranty Agreement of even date herewith from Lishon and its Subsidiaries to Chemical and PNB.

"Intercontinental" shall mean Intercontinental Terminals, Inc., a Delaware corporation.

"Lishon" shall mean The Lishon Corporation, a Pennsylvania corporation.

"Mortgage Documents" shall mean the second mortgages of even date herewith from Mortgagor to Mortgagee creating second lien mortgages on certain property of Mortgagor located in Edison, New Jersey and Norfolk, Virginia.

"Mortgaged Property" shall mean all of the property encumbered or intended to be encumbered hereby, as described under the heading of "Granting Clauses."

"Mortgagee" shall mean Chemical Bank, a New York banking corporation and The Philadelphia National Bank, a national banking association, their successors and assigns as holders of the Chemical Note or the PNB Note.

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"Mortgagor" shall mean Nu-Car Carriers, Inc., a Massachusetts corporation, and, subject to the limitations herein, its successors and assigns.

"Note" shall mean one of the Notes.

"Notes" shall have the meaning set forth in the Recitals.

"PNB" shall mean The Philadelphia National Bank, a national banking association.

"PNB Note" shall have the meaning set forth in the Recitals.

"PNB Prime Rate" shall mean the rate of interest for commercial loans announced publicly by PNB in Philadelphia, Pennsylvania from time to time as its prime rate.

"Revolving Credit Loan Agreement" shall mean (i) the Amended and Restated Revolving Credit Loan Agreement, dated December 28, 1983 among Mortgagor, Lishon, Chemical and PNB and (ii) any agreement, instrument or document hereafter made among both PNB and Chemical, Lishon or any subsidiary and any evidence of indebtedness hereafter made by Mortgagor, Lishon or any Subsidiary in favor of both PNB and Chemical.

"Subsidiary" shall mean the subsidiaries of Lishon: Intercontinental Terminals Inc., a Delaware corporation, Presidential Courts, Inc., a Delaware corporation, and Lishon Construction Company, Inc., a Pennsylvania corporation.

ARTICLE TWO

Affirmative Covenants

Mortgagor covenants and agrees that from the date hereof and so long as this Mortgage shall remain in effect and the Notes or either Note shall remain outstanding:

Section 2.01. Payment. Mortgagor shall pay to the holder of each of the Notes the entire unpaid principal indebtedness of such Note, and all sums now or hereafter due Mortgagee under the terms hereof, of the Notes and of the other Mortgage Documents together with all interest payable thereon punctually as and when the same shall become due by the terms hereof and thereof.

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Section 2.02 Performance. Mortgagor will observe and perform all the terms, covenants and agreements on the part of Mortgagor to be observed and performed under the Notes, this Mortgage, the other Mortgage Documents and the Revolving Credit Loan Agreement.

Section 2.03. Existence, Properties, Etc. Mortgagor will do or cause to be done all things necessary to preserve and keep its existence in full force and effect under the laws of its state of formation and all qualifications or licenses in jurisdictions in which such qualification or licensing is required for the conduct of its business, including the state in which the Mortgaged Property is located.

Further Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Property, and it shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interest and rights in favor of or constituting any portion of the Mortgaged Property.

Section 2.04. Notice of Litigation, Etc. Mortgagor will give, or cause to be given, prompt written notice to Mortgagee of (i) any action or proceeding instituted by or against it in any federal or state court or before any commission or other regulatory body, federal, state or local, foreign or domestic, or any such proceeding threatened against it, in writing, which, if adversely determined, could have a material and adverse effect upon its business, assets or condition (financial or otherwise), (ii) any other action, event or condition of any nature which may have a material and adverse effect upon its business, assets or condition (financial or otherwise), or which, with notice or lapse of time or both, would constitute an Event of Default under this Mortgage or a default under any other material contract, instrument or agreement to which it is a party or by or to which it or any of its properties or assets may be bound or subject, (iii) any action, proceeding or notice by any zoning, building or other municipal officers, offices or departments having jurisdiction with respect to the Mortgaged Property, and (iv) any proceeding for the condemnation of the Mortgaged Property, or any portion thereof.

Section 2.05. Accounts and Reports. Mortgagor will maintain a standard system of accounting in accordance with generally accepted accounting principles consistently applied, and furnish or cause to be furnished to Mortgagee copies of each of the following:

(a) within ninety (90) days after the end of each fiscal year, a consolidated and consolidating balance sheets of it and related consolidated and consolidating statements of income and changes in financial position certified by independent certified public accountants of recognized standing acceptable to Mortgagee, showing the financial condition of it at the close of each such fiscal year and the results of operations of it during such fiscal year;

(b) within forty-five (45) days after the end of each of the first three quarters of each fiscal year, consolidated and consolidating balance sheets and consolidated and consolidating statements of income and statements of changes in financial position. Such statements shall be as of the end of such quarter and for a period from the beginning of the fiscal year to the end of such quarter;

(c) concurrently with the delivery of the financial statements described in subsections (a) and (b) above, a letter signed by its chief financial officer to the effect that during the course of his examination nothing came to his attention which caused him to believe that any Event of Default not theretofore reported and remedied, nor any event which with notice or lapse of time or both would constitute an Event of Default, had occurred, or if such Event of Default or other event had occurred, specifying the facts with respect thereto;

(d) as promptly as practicable (but in any event not later than five (5) days) after it obtains notice or knowledge of the occurrence of any Default, which has not been remedied, in the performance or the observance of any of the terms, covenants or conditions of this Mortgage, or any other Mortgage Document, a certificate of an executive officer (i) describing the same, (ii) stating the date of commencement thereof, (iii) stating what action it proposes to take with respect thereto and (iv) stating the estimated date on which the same will be remedied; and

(e) such supplements to the aforementioned documents and additional information and reports as Mortgagee may reasonably request.

Section 2.06. Access to Premises and Records.
Mortgagor, at all reasonable times and as often as Mortgagee may reasonably request, will permit authorized representatives designated by Mortgagee to (i) have access to its properties, financial records and other records relating to its operations and procedures, (ii) make copies of or excerpts from such records, and (iii) discuss the affairs, finances and accounts of

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Mortgagor with, and be advised as to the same by Mortgagor's authorized agents, all as shall be relevant to the performance or observance of the terms, covenants or conditions of this Mortgage or Mortgagor's financial condition.

Section 2.07. Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any portion thereof, shall notify Mortgagee of the pendency of such proceedings. Unless and until Mortgagee shall notify Mortgagor of Mortgagee's intent to institute, appear in and prosecute such proceedings, pursuant to the appointment and assignment given herein by Mortgagor to Mortgagee, Mortgagor may institute, appear in and prosecute such proceedings in any lawful manner; provided, however, that Mortgagor shall have no right or authority to execute any instrument of conveyance or confirmation in favor of the condemnor except subject hereto, or to accept any payment or to settle or compromise any claim of Mortgagor arising out of such condemnation proceedings without the consent of Mortgagee. Mortgagee's election not to institute, appear in, or prosecute such proceedings shall not affect or diminish Mortgagee's right to receive any amount paid in connection with such condemnation and to apply such funds as heretofore provided.

Section 2.08. Insurance. Mortgagor will keep the buildings, improvements, and personal property now or hereinafter comprising part of the Mortgaged Property insured against loss and damage by fire, and other casualty falling within standard extended coverage protection, and such other hazards and risks and in such amounts as may be required pursuant to the Revolving Credit Loan Agreement or as Mortgagee may otherwise require. All insurance policies covering the Mortgaged Property shall contain a New York or Massachusetts standard noncontributory mortgage clause, or one equivalent thereto, providing, inter alia, that, subject to the terms of the First Mortgage, any payment occasioned by loss thereunder shall be payable to the holder of this Mortgage and that there may be no cancellation thereof without not less than 10 days prior written notice of such cancellation being given to Mortgagee, and that Mortgagee shall not be subject to defenses otherwise available to the insurer against the insured thereunder. Mortgagor will deliver copies of all such policies and, at least 30 days prior to their expiration dates, all renewals thereof to Mortgagee. Mortgagor will pay the annual premiums thereon not later than the due date thereof and produce to Mortgagee evidence of such payment. Mortgagor, upon Mortgagor's default in maintaining such insurance, or in so delivering the policies, or in so paying the premiums thereon, will reimburse Mortgagee for any premiums paid for insurance obtained by Mortgagee (including single interest coverage protecting only the interest of Mortgagee) upon such default by

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Mortgagor. Mortgagor will not permit any condition to exist on the Mortgaged Property which would wholly or partially invalidate the insurance thereon. In the event of the occurrence of any loss or physical damage to the Mortgaged Property, Mortgagor shall give immediate written notice thereof to Mortgagee, and Mortgagee may make proof of loss thereof if the same is not made promptly by Mortgagor. Subject to the terms of the First Mortgage, Mortgagee, on behalf of Mortgagor, may adjust and compromise any and all claims under such insurance and collect and receive the proceeds thereof and endorse drafts and is hereby irrevocably appointed attorney-in-fact for Mortgagor (which appointment is agreed to be coupled with an interest) for such purposes, and may deduct from such proceeds any expense incurred by Mortgagee (including reasonable counsel fees), and may, at its option, either apply such proceeds in reduction of the debt secured hereby, whether or not then due or payable, or release such proceeds to Mortgagor in whole or in part upon conditions satisfactory to Mortgagee.

At all times during the term of this Mortgage, Mortgagor also shall maintain such comprehensive general public liability insurance, workmen's compensation insurance and such other liability insurance as is customarily maintained by responsible persons or entities engaged in businesses similar to that of Mortgagor.

If, at any time during the term of this Mortgage, including any extensions thereof, the area in which the land comprising part of the Mortgaged Property, or any part thereof, is located is designated a "flood prone" area pursuant to the Flood Disaster Protection Act of 1973, or any amendments, or supplements thereto, then, in that event, Mortgagor also shall obtain flood insurance in such total amount as Mortgagee may from time to time reasonably require and shall otherwise comply with the National Flood Insurance Program as set forth in said Flood Disaster Protection Act of 1973. Further, it will comply fully with the requirements of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, as the same may be amended from time to time, and any other law, order, rule, ordinance or regulation concerning flood insurance, to the extent that the same apply to the Mortgaged Property or any part thereof.

Section 2.09. Debts, Taxes and Assessments. Mortgagor will pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon its income or receipts, or any of its properties, before the same shall become in default, as well as all lawful claims for labor, materials and supplies which otherwise, if imposed, might become a lien or charge upon such properties or any part thereof. Mortgagor will

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pay and discharge all taxes, assessments, levies, and water and sewer rents which may be assessed or become liens on the Mortgaged Property not less than 30 days before the date on which any interest or penalties shall commence to accrue thereon, and produce to Mortgagee evidence of such payment not less than 10 days prior to such date. In default thereof, Mortgagee may pay the same and any such payment by Mortgagee shall be repaid by Mortgagor to Mortgagee on demand, shall be secured hereby, and shall bear interest at the default rate specified in the Notes from the date Mortgagee makes such payment until such sums are repaid by Mortgagor to Mortgagee. Mortgagor will not claim any credit in or make any deduction from the interest or principal hereby secured by reason of the payment of any taxes as levied or to be levied during the continuation of this Mortgage. Except for the First Mortgage, Mortgagor shall not suffer, and shall promptly cause to be paid and discharged, any lien or charge whatsoever which by any present or future law may be or become superior either in lien or in distribution out of the proceeds of any judicial sale of the Mortgaged Property over or ahead of the indebtedness evidenced by the Notes or any part thereof, including reasonable attorneys' fees, costs or other expenses incurred for collection provided for in the Notes or this Mortgage.

Section 2.10. Maintenance; Compliance with Applicable Laws. Mortgagor will at all times maintain the Mortgaged Property in good and safe condition. Mortgagor will promptly and faithfully comply, and cause all occupants of the buildings and improvements to comply, with all present and future laws, ordinances and all other legal requirements applicable to it and/or the Mortgaged Property, and with all requirements, orders and notices of violation thereof issued by any governmental agency, bureau, department or authority; provided, that such compliance may be delayed if (i) such requirement, notice or order is being contested in good faith by appropriate proceedings, (ii) such proceedings are sufficient to prevent the enforcement of the requirement, notice or order in question and (iii) Mortgagor posts bond or other security sufficient to assure compliance in the event such contest proceeding fails.

Section 2.11. Leases Assigned. To further secure the indebtedness evidenced by the Notes, Mortgagor hereby assigns and sets over unto Mortgagee all leases of the Mortgaged Property or any part thereof now made, executed, or delivered, or hereafter made whether written or oral. Mortgagor does hereby authorize and empower Mortgagee to collect the rents under the aforesaid leases as they shall become due, and does hereby direct each and all of the tenants of the Mortgaged Property to pay such rents as may now be due or shall hereafter become due to Mortgagee, upon demand for payment thereof by Mortgagee; provided, however, that

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Mortgagee does hereby grant to Mortgagor a revocable license to collect such rents, but not more than one month in advance, which license shall be automatically deemed revoked without the need of any further act of Mortgagee upon the occurrence of a default under the terms of this Mortgage or the Notes hereby secured. Any rents collected by Mortgagor shall be held by Mortgagor in trust for Mortgagee. Mortgagor agrees to execute further assignments of rents and leases and such additional instruments of assignment as Mortgagee may request from time to time, all in recordable form. Default by Mortgagor as landlord under any of the material terms of the leases assigned shall be deemed a Default hereunder and under the terms of the Notes. Any reasonable expenditures made by the Mortgagee in curing such a default on Mortgagor's behalf, with interest thereon at the rate upon default specified in the Notes, shall become part of the debt secured by this Mortgage. The terms of this Section 2.11 shall be subject to the terms of the First Mortgage in all respects.

Section 2.12. Estoppel Certificate. Mortgagor, upon the request of Mortgagee, will within five (5) days of such request, furnish a duly acknowledged written statement to Mortgagee or any proposed assignee of this Mortgage, setting forth the amount of the debt secured by this Mortgage and stating either that no offsets or defenses exist against the mortgage debt, or, if such offsets or defenses are alleged to exist, the nature and amount thereof.

Section 2.13. Observance of Permitted Encumbrances. Mortgagor will promptly perform and observe all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Property, and Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Property.

Section 2.14. Further Assurances. Mortgagor, promptly upon request of Mortgagee, shall do all acts and things, including the execution of any further assurances deemed necessary by Mortgagee, to establish, confirm, maintain and continue: (i) the lien created and intended to be created hereby, (ii) all assignments made or intended to be made pursuant hereto, and (iii) all other rights and benefits conferred or intended to be conferred on Mortgagee hereby; and Mortgagor shall pay any costs reasonably incurred by Mortgagee in connection therewith, including all filing and recording costs, cost of searches, and reasonable fees of counsel retained by Mortgagee.

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ARTICLE THREE

Negative Covenants

Mortgagor covenants and agrees that from the date hereof and so long as this Mortgage shall remain in effect and the Notes or either Note shall remain outstanding:

Section 3.01. Impairment of Security. Except for the First Mortgage, Mortgagor will not create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance (including the lien or retained security title of a conditional vendor) of any nature upon or with respect to the Mortgaged Property or any part thereof; or do or suffer any act or thing which would impair the security of the indebtedness evidenced by the Notes or of the lien of this Mortgage upon the Mortgaged Property, or the rents, issues, income or profits thereof.

Section 3.02. Dispositions of Assets; Transfers. Mortgagor will not sell, assign, transfer, lease, or otherwise dispose of, or contract to sell, assign, lease, or otherwise dispose of, (whether in one transaction or in a series of transactions) all or any substantial part of its assets, except in the ordinary course of its business. Mortgagor agrees that there will be no transfer of legal or equitable title to all or any part of or interest in the Mortgaged Property during the term hereof without the prior written consent of Mortgagee.

Section 3.03. Further Assignments and Modifications. Mortgagor will not, without the prior written consent of Mortgagee, further assign the rents or any part thereof from the Mortgaged Property; nor consent (other than in the ordinary course of business) to the cancellation or surrender of any lease now or hereafter covering the Mortgaged Property or any part thereof; nor accept prepayment of rents other than payment at the first of the month for the ensuing month under any such lease; nor modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without consent of Mortgagee shall be void as against Mortgagee.

Section 3.04. Destruction of Mortgaged Property. Mortgagor will not cause or permit any building or improvement comprising part of the Mortgaged Property to be removed, demolished or structurally altered, in whole or in such part as would diminish the usefulness or reduce the income potential of such building or improvement, or any material Fixture to be removed or destroyed (unless such Fixture is

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damaged or worn out requiring the replacement thereof, in which event the same shall be promptly replaced with property of similar type and value, and any such replacement shall likewise be encumbered hereby and shall, except for the lien created by the First Mortgage, be free from any other security interest or other encumbrance and free from any reservation of title thereof), without the prior written consent of Mortgagee. Mortgagor will not abandon the Mortgaged Property or cause or permit any waste to the Mortgaged Property. In the event of the removal, demolition or destruction in whole or in part of any of the Fixtures, Mortgagor will replace the same promptly with articles of at least equal quality and condition to those removed, demolished or destroyed, free from any security interest or other encumbrance and free from any reservation of title thereto, except for the lien created by the First Mortgage and the lien hereof.

Section 3.05. Discontinuance of Use. If at any time the then existing use or occupancy of the Mortgaged Property, pursuant to any zoning or other law, ordinance or regulation, shall be permitted only so long as such use or occupancy shall continue, Mortgagor will not cause or permit such use or occupancy to be discontinued without the prior written consent of Mortgagee.

ARTICLE FOUR

Representations and Warranties

Mortgagor represents and warrants to Mortgagee that:

Section 4.01. Organization, Powers, etc. It is an entity duly formed, validly existing and in good standing under the laws of the State of Massachusetts, is duly qualified to do business and is in good standing in the State of Illinois, and has all requisite power and authority to conduct its business, to own and lease its properties, and to execute and deliver, and to perform all of its obligations under, this Mortgage, the Notes and the other Mortgage Documents.

Section 4.02. Authorization. The execution, delivery and performance of this Mortgage, the Notes and the other Mortgage Documents by Mortgagor (i) have been duly authorized by it (ii) will not violate or contravene (a) any provision of law, including any applicable usury or similar law, (b) any order of any court or other agency of government, (c) any provision of its documents of formation or governance, or (d) any agreement or other instrument to which it is a party or by which it is bound, or be in conflict with, result in a breach of or

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constitute (with or without notice or lapse of time of both) a default under any such agreements or other instruments, and (iii) will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its properties or assets, except as specifically contemplated by the provisions of this Mortgage, and that this Mortgage is, and the Notes, and the other Mortgage Documents will be, when executed and delivered, legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms.

Section 4.03. Title to Property. It has good and marketable fee simple title to the Mortgaged Property free and clear of any mortgages, deeds of trust, pledges or other liens, charges or encumbrances, except for the First Mortgage and as set forth in Exhibit "B" to this Mortgage.

ARTICLE FIVE

Events of Default and Remedies

Section 5.01. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

(a) if any sum due hereunder, or due under the First Mortgage, the Notes, any of the Mortgage Documents or the Revolving Credit Loan Agreement shall not be paid on the due date thereof; or

(b) if any other indebtedness of Mortgagor, Lishon or its Subsidiaries to Mortgagee or to either PNB or Chemical shall not be paid on the due date thereof; or

(c) If Mortgagor shall be adjudicated bankrupt or make an assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against it, and, if instituted adversely, Mortgagor consents to the same or admits in writing the material allegations thereof or said proceedings shall remain undismissed for sixty (60) days; or

(d) Mortgagor shall have failed to observe or perform any term, covenant, promise or agreement on Mortgagor's part to be observed or performed under the Notes, the Revolving Credit Loan Agreement, this Mortgage or any of the Mortgage Documents (other than those mentioned in (a) and (b) above) and such failure shall not be cured within thirty (30) days after Mortgagee shall have given written notice thereof to Mortgagor; or

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(e) upon the actual or threatened demolition or removal of any building which comprises or is to comprise part of the Mortgaged Property; or

(f) immediately upon the filing in any court of competent jurisdiction by the state, local or federal government or any department, bureau, administration or instrumentality thereof or any corporation having the power of eminent domain of the notice of intention to acquire under the power of eminent domain any estate or interest in the Mortgaged Property, the taking of which would in the reasonable opinion of Mortgagee render the Mortgaged Property functionally inoperable for its intended purposes; or

(g) if any mechanic's lien be filed with respect to the Mortgaged Property and the same is not discharged within forty-five (45) days after filing; or

(h) if Mortgagor, Lishon or its Subsidiaries incurs, creates, assumes or permits to exist any indebtedness or liability for borrowed money (other than the exceptions set forth in Section 5.06 of the Revolving Credit Loan Agreement) without the written consent of Mortgagee; or

(i) if Mortgagor shall fail to observe or perform any obligation of the landlord under any of the material terms of leases assigned to Mortgagee pursuant to Section 2.11 hereof; or

(j) if there shall occur an event of default under any of the Mortgage Documents or the First Mortgage; or

(k) if there shall occur an event of default under the Revolving Credit Loan Agreement; or

(l) if there shall occur an event of default under the Chemical Note or the PNB Note; or

(m) if there shall occur an event of default under the Guaranty.

Section 5.02. Remedies. Upon the occurrence of an Event of Default, the entire indebtedness of the Notes with interest shall become due and payable in full immediately without notice or demand, at the option of Mortgagee. Further, upon the occurrence of an Event of Default hereunder, an event of default shall exist immediately under the Notes, Mortgage Documents, Guaranty and Revolving Credit Loan Agreement without any further notice, other than the notice required to be provided herein.

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Section 5.03. Remedies Generally. Upon the occurrence of an Event of Default hereunder, Mortgagee shall have all the rights, remedies and recourses permitted by law including foreclosure of this Mortgage. In such foreclosure proceedings, the real estate securing the indebtedness hereunder shall be sold at the sole option of Mortgagee either (a) in one parcel and as an entirety, (b) in such parcels and in such order as may be required by law, or (c) in the absence of any such requirement, in such parcels and in such order as Mortgagee may determine at Mortgagee's sole discretion.

Section 5.04. Possession. Subject to the terms of the First Mortgage, upon the occurrence of an Event of Default hereunder all of Mortgagor's right, title and interest in and to any and all policies of insurance affecting or covering the Mortgaged Property, and all unearned insurance premiums or refunds of insurance premiums, due or to become due, and all proceeds and other benefits to be received under insurance policies of every nature affecting or covering the Mortgaged Property, any and all refunds of taxes, assessments and water and sewer charges, heretofore or hereafter paid on or with respect to the Mortgaged Property, together with all rents and profits thereof, are hereby assigned to Mortgagee, and Mortgagee shall have the right, forthwith after any such Event of Default, and without notice or demand, and without the appointment of any receiver, to enter immediately upon and take possession of the Mortgaged Property without further consent or assignment by Mortgagor, or any subsequent owner of the Mortgaged Property, with the right to let the Mortgaged Property, or any part thereof, and to collect and receive all of the rents, issues, profits and all other amounts past due, due, or to become due to Mortgagor or any subsequent owner by reason of such ownership and to apply the same after payment of all necessary charges and expenses in connection with the operation of the Mortgaged Property, including any managing agent's commission, at the option of Mortgagee, on account of interest, principal, taxes, water charges and assessments, insurance premiums and any advance for improvements, alterations or repairs or otherwise pursuant to the terms hereof made by Mortgagee for the account of Mortgagor or on account of the debt hereby secured. Mortgagee may institute legal proceedings against any tenant of the Mortgaged Property who fails to comply with the provisions of his or its lease. And if Mortgagor, or any subsequent owner, is occupying all or any part of the Mortgaged Property, it is hereby agreed that Mortgagor or any subsequent owner will either immediately surrender possession of the Mortgaged Property to Mortgagee and vacate the portion so occupied by it or pay a reasonable rental for the use thereof, monthly in advance, to Mortgagee, and, in default of so doing, may be dispossessed by legal proceedings or otherwise.

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Whenever and as often as Mortgagee has the right to take possession of the Mortgaged Property, Mortgagor irrevocably authorizes and empowers any attorney of a court of competent jurisdiction in the County in which the Mortgaged Property is located or elsewhere, as attorney for Mortgagor, as well as for all persons claiming under, by or through Mortgagor, to sign an agreement for entering therein an appropriate amicable action(s) in ejectment for possession of the Mortgaged Property (without the necessity of filing any bond and without any stay of execution or appeal) against Mortgagor and all persons claiming under, by or through Mortgagor, and therein confess judgment for the recovery by Mortgagee of possession of the Mortgaged Property for which this instrument (or a copy thereof verified by affidavit) shall be a sufficient warrant; whereupon a writ of possession or other appropriate process to obtain possession of the Mortgaged Property may be issued forthwith, without any prior writ or proceeding whatsoever, Mortgagor hereby releasing and agreeing to release Mortgagee and said attorneys from all errors and defects whatsoever of a procedural nature in entering such action(s) or judgment(s) or in causing such writ or process to be issued or in any proceeding thereon or concerning the same, provided that Mortgagee shall have filed in such action(s) an affidavit(s) made by someone on Mortgagee's behalf setting forth the facts necessary to authorize the entry of such judgment(s) according to the terms of this instrument, of which facts such affidavit(s) shall be prima facie evidence; and it is hereby expressly agreed that if for any reason after any such action(s) has been commenced, the same shall be discontinued, marked satisfied of record or be terminated, or possession of the Mortgaged Property remain in or be restored to Mortgagor or anyone claiming under, by or through Mortgagor, Mortgagee may, whenever and as often as Mortgagee shall have the right to take possession again of the Mortgaged Property, bring one or more further amicable action(s) in the manner hereinbefore set forth to recover possession of the Mortgaged Property and to confess judgment therein as herein above provided, and the authority and power above given to any such attorney shall extend to all such further amicable action(s). Mortgagee shall have the right to bring such amicable action in ejectment and confess judgment therein as hereinabove provided after an action of mortgage foreclosure is brought or other foreclosure proceedings are instituted upon the Mortgage or the Notes, and after judgment thereon or therein and after a judicial sale of the Mortgaged Property.

Section 5.05. Default Rate. In the event that any payment of principal or interest secured hereby shall not be paid on the due date thereof, at the option of Mortgagee, such past due principal or interest shall bear interest from and after the due date (to the extent enforceable under applicable law) at the

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default rate specified in the Notes. Such late charges and interest at the default rate, when due, constitute part of the indebtedness of the Notes and are secured hereby.

Section 5.06. Receiver. Mortgagee, in any action to foreclose this Mortgage, shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Property.

ARTICLE SIX

Security Agreement

Mortgagor, as debtor, covenants and agrees with the Mortgagee, as the secured party, that:

Section 6.01. Right to Proceed Under UCC. In addition to and cumulative of any other rights, benefits and remedies granted in the grant of security specified in subparagraph (c) under the caption "Grant of Security" or elsewhere in this Mortgage, Mortgagee, upon the occurrence of an Event of Default under this Mortgage, may proceed under said Uniform Commercial Code as to all or any part of the personalty and shall have and may exercise with respect to the personalty all the rights, remedies and powers of a secured party under said Uniform Commercial Code, including the right and power to sell at public or private sale or sales, or otherwise dispose of, lease or utilize the personalty and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after Default.

Section 6.02. Right to Remove and Possess. Among the rights of Mortgagee upon occurrence of an Event of Default under this Mortgage, and without limitation, Mortgagee shall have the right to enter upon any premises where the personalty may be situated for the purpose of removing and taking possession of the personalty and Mortgagee may take all such action without being deemed guilty of trespass and without liability for damages thereby occasioned. Further, Mortgagee shall have the right to take any action deemed necessary or appropriate or desirable by it, at its option and in its discretion, to repair, refurbish or otherwise prepare the personalty for sale, lease or other use or disposition as herein authorized.

Section 6.03. Waiver of Notice. To the extent permitted by law, Mortgagor expressly waives any notice of sale or other disposition of the personalty and any other right or remedy of a debtor or formalities prescribed by law relative to sale or disposition of the personalty or exercise of any other

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right or remedy of Mortgagee existing after default hereunder; and to the extent any such notice is required and cannot be waived, Mortgagor agrees that if such notice is mailed, postage prepaid, to the Mortgagor at its address shown at least 10 days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

Section 6.04. Right to Sell or Transfer. Mortgagee, upon the occurrence of an Event of Default under this Mortgage and subject to the terms of the First Mortgage, is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the personalty, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the indebtedness or to apply it on the principal and interest or other amounts owing on any of the indebtedness, in such order or manner as it may elect. All rights to marshalling of assets of Mortgagor, including any such right with respect to the personalty, are hereby waived.

Section 6.05. Proof of Right to Sell. All recitals in any instrument of assignment or any other instrument executed by Mortgagee incident to the sale, transfer, assignment, lease or other disposition or utilization of the personalty or any part thereof hereunder shall be full proof of the matter stated therein, no other proof shall be required to establish the full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

Section 6.06. Right to Assembly. Upon the occurrence of any Event of Default under this Mortgage, Mortgagee may require Mortgagor to assemble the personalty and make it available to Mortgagee at a place to be designated by Mortgagee that is reasonably convenient to all parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the personalty and the like which are incurred or paid by Mortgagee as authorized or permitted hereunder, including also attorneys' fees, legal expenses and costs, shall be added to the indebtedness secured by this Mortgage, and Mortgagor shall be liable therefor.

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ARTICLE SEVEN

Miscellaneous

Section 7.01. Waiver. No delay, omission or failure by Mortgagee to exercise any right, power or remedy to which it may be entitled by reason of any default of Mortgagor hereunder shall impair any such right, power or remedy or shall be construed as a release by Mortgagee of such right, power or remedy or as a waiver of or acquiescence in any such default of Mortgagor on the part of Mortgagee.

Section 7.02. Rights and Remedies Cumulative. The rights and remedies of Mortgagee, expressed or contained in this Mortgage, are cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy Mortgagee may now or hereafter have in law or in equity. The covenants of this Mortgage shall run with the land and bind Mortgagor, the assigns, distributees, legal representatives, successors and heirs of Mortgagor, and all subsequent owners, encumbrancers, tenants and subtenants of the Mortgaged Property named as such.

Section 7.03. Counsel Fees and Expenses. If any action or proceeding be commenced by or against Mortgagee, including an action to foreclose this Mortgage, affecting the Mortgaged Property or the lien of this Mortgage, Mortgagee may appear, defend, prosecute, retain counsel and take such action as Mortgagee shall deem advisable, and the costs thereof (including reasonable counsel fees and all applicable statutory costs, allowances and disbursements), together with interest thereon at the interest rate specified in the Notes, shall be paid by Mortgagor to Mortgagee on demand and shall be secured by this Mortgage. Any and all costs of Mortgagee in making the loans secured hereby (including reasonable counsel fees and all applicable statutory costs, allowances and disbursements) together with interest thereon at the interest rate specified in the Notes shall be paid by Mortgagor to Mortgagee on demand and shall be secured by this Mortgage.

Section 7.04. Releases and Forbearances. Without affecting the personal liability of any person, corporation or other entity for the payment of the indebtedness secured hereby, and without in anywise impairing or affecting the lien of this Mortgage or the priority thereof or improving the position of any subordinate lienholder with respect to the Mortgaged Property, or (if part of the Mortgaged Property has been released from the lien hereof) with respect to the remainder thereof, and without being accountable for so doing to any other lienor, Mortgagee, in its sole discretion, may allow Mortgagor any indulgences or forbearances, or extensions of any kind, respecting payment of

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the indebtedness secured hereby. In the event of the sale or transfer by operation of law or otherwise, of all or any part of, or interest in, the Mortgaged Property, and without waiving or limiting Mortgagee's rights in connection with any violation of the prohibition of such sale or transfer contained in Section 3.02 hereof, Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to the Mortgaged Property and/or the debt secured hereby, or with reference to any of the terms and/or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

Section 7.05. Notices. Any notice, approvals, consents, requests and demands upon the respective parties shall be in writing and shall, unless otherwise in this Mortgage expressly provided, be effective when deposited in a receptacle therefor of the United States Postal Service, postage prepaid, certified or registered mail, as follows:

Mortgagor: Nu-Car Carriers, Inc.
950 Haverford Avenue
Box 172
Bryn Mawr, Pennsylvania 19010

With a required copy to:

Mintz, Levin, Cohn, Ferris, Glovsky
and Popeo, P.C.
One Center Plaza
Boston, Massachusetts 02108
Attention: Joel R. Bloom, Esq.

Mortgagee: The Philadelphia National Bank
Broad and Chestnut Streets
Transportation and Equipment Finance Dept.
P.O. Box 13867
Philadelphia, PA 19101
Attention: E. O'Donnell, Jr.

and

Chemical Bank
5 Niagara Square
Buffalo, New York 14202
Attention: Vice President
Commercial Account Center 1084

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With required copies to:

Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, Pennsylvania 19103
Attention: George G. Loveless, Esq.

Albrecht, Maguire, Heffern & Gregg, P.C.
2100 Main Place Tower
Buffalo, New York 14202
Attention: David C. Horan, Esq.

however, the parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as to its address any other address within the United States of America by at least 15 days written notice to the other party. No transferee of any party hereunder shall be entitled to notice at a different address than the last official address of its transferor unless and until such transferee shall have complied with the above change of address provisions, including in such notice a copy of the applicable instrument of transfer. Any document, instrument, certificate, report, statement, notice or other information required to be furnished under the terms hereof to Mortgagee must be delivered to PNB and Chemical.

Section 7.06. Waiver of Exemption. Mortgagor hereby waives and relinquishes the benefits of any present or future laws (i) exempting the Mortgaged Property or any part of the proceeds arising from any sale thereof or any other property whatsoever from attachment, levy or sale on execution; (ii) staying of execution or other process; and (iii) requiring valuation or appraisal of the Mortgaged Property or any other property levied or sold on execution on any judgment recovered for the indebtedness secured hereby.

Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on its behalf and on behalf of its successors and assigns acquiring any interest in or title to the Mortgaged Property.

Section 7.07. Satisfaction and Release. If Mortgagor shall well and truly pay all of the indebtedness secured hereby as the same shall become due and payable, then the liens, rights and interests hereby created or assigned shall cease and become null and void and shall be released at Mortgagor's expense, but otherwise the same shall continue in full force and effect.

Section 7.08. Entire Agreement. This instrument, together with the Revolving Credit Loan Agreement, the Notes and

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the other Mortgage Documents, reflect the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this Mortgage shall apply to and bind the respective distributees, legal representatives, successors and assigns of the parties hereto.

Section 7.09. Headings. Section headings in this Mortgage are included for convenience of reference only and are not a part hereof.

Section 7.10. Severability. Any provision in this Mortgage that is inoperative, unenforceable, or invalid in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such in operation, unenforceability, or invalidity without affecting the remaining provisions hereof, or affecting the operation, enforceability, or validity of such provision in any other jurisdiction.

Section 7.11. Governing Law. This Mortgage shall be construed in accordance with the laws of the State of Illinois.

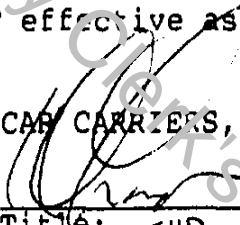
Section 7.12 Exercise of Mortgagee's rights. Any right exercisable hereunder by Mortgagee may be exercised by either PNB or Chemical.

WITNESS THE EXECUTION HEREOF effective as of the date first set forth above.

[SEAL]


Attest

NU-CAR CARRIERS, INC.

By: 
Title: SVP

This instrument prepared by



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COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

I, a Notary Public for the Commonwealth of Pennsylvania, do hereby certify that David A. London personally known to me to be the Vice President of Nu-Car Carriers, Inc., a Massachusetts corporation, and John McHinley personally known to me to be the Asst. Secretary of said corporation, and 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 such Vice President and Asst. Secretary they signed and delivered the said instrument as Vice President and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and seal, the 25th day of March, 1986.

Florence Watson

Notary Public

My Commission Expires:

FLORENCE WATSON, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES JAN. 24, 1987
Member, Pennsylvania Association of Notaries

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EXHIBIT A

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE NOW OR FORMERLY NEW YORK, CHICAGO, AND ST. LOUIS RAILROAD COMPANY, LYING EAST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 31, AFORESAID, LYING NORTH OF A LINE 1710.4 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31 (EXCEPT THE NORTH 680 FEET THEREOF); TOGETHER WITH THAT PART OF THE SOUTH 310 FEET OF THE NORTH 680 FEET OF THE SOUTH 1/2 OF SAID SECTION 31, LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH 370 FEET OF THE NORTH 680 FEET OF THE SOUTH 1/2 OF SAID SECTION 31 THROUGH A POINT 615.04 FEET (AS MEASURED ALONG SAID SOUTH LINE OF THE NORTH 370 FEET) EAST OF THE EAST LINE OF THE WEST 50 FEET OF SAID SECTION 31.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT FROM FORD MOTOR COMPANY, A CORPORATION OF DELAWARE TO NU-CAR CARRIERS, A MASSACHUSETTS CORPORATION DATED March 16, 1983 AND RECORDED March 18, 1983 AS DOCUMENT 26504078 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 50 FEET OF THE NORTH 370 FEET OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH 370 FEET OF THE NORTH 680 FEET OF THE SOUTH 1/2 OF SAID SECTION 31 THROUGH A POINT 615.04 FEET (AS MEASURED ALONG SAID SOUTH LINE OF THE NORTH 370 FEET) EAST OF THE EAST LINE OF THE WEST 50 FEET OF SAID SECTION 31; LYING EAST OF A LINE 50 FEET EAST OF PARALLEL WITH THE WEST LINE OF SECTION 31 AFORESAID ALL IN COOK COUNTY, ILLINOIS.

BEING THE SAME PREMISES WHICH FORD MOTOR COMPANY, A DELAWARE CORPORATION, BY DEED DATED THE 16TH DAY OF MARCH, 1983, GRANTED AND CONVEYED UNTO NU-CAR CARRIERS, INC., THE MORTGAGOR HEREIN, IN FEE.

P.I.N. Nos. 26-31-301-013-0000

26-31-415-003-0000

ML

SEND DOCUMENT TO:

Box 232
JWA

PROPERTY ADDRESS:

13401-13501 S. Torrence Ave
Chicago, Illinois
60633

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Illinois

EXHIBIT B

Permitted Encumbrances

1. Existence of power poles located in proposed powerline easement as disclosed by survey of Earl M. Smith and Associates number 28678 dated October 3, 1965 and order number 28592-4.
2. Perpetual easement in favor of the sanitary district of Chicago granted by Iron and Steel Products Inc, a corporation of Illinois by its instrument dated November 25, 1936 and recorded March 25, 1937 as document 11968813 over so much of the land falling within a strip of land 8 feet wide across that part of the south 1/2 of said section 31 lying north of a line which is 1470.4 feet north of the south line of said section 31 and southwesterly of the southwesterly right of way line of the New York Chicago and St. Louis Railroad, the center line of said 8 foot strip being described as follows: Beginning at a point which is 12 feet east of (measured at right angles) the north and south center line of said section, at the point of intersection with the southwesterly right of way line of said Railroad, thence south along a straight line, parallel with center section line, for a distance of 82 feet; thence along a curve tangent to the last described curve for a distance of 154.87 feet; thence along a curve tangent to the last described course, convex to the west having a radius of 600 feet, for a distance of 94.25 feet; thence along a straight line which is 27 feet west of and parallel with said center section line to a line which is 1470.4 feet north of the south line of said section 31; said easement being for the right & privilege to construct and operate the intercepting sewer upon, under and through the aforesaid property, and the covenants and agreements therein contained.

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