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THIS INSTRUMENT PREPARED
BY AND TO BE RETURNED TO:
YOUNG KIM, ESQ.
WILDMAN, HARROLD, ALLEN & DIXON
ONE IBM PLAZA
SUITE 3000
CHICAGO, ILLINOIS 60611

BOX 333 - HV N.S.

MORTGAGE FOR ADJUSTABLE INTEREST RATE LOAN

This Mortgage, made this 27th day of March, 1986, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (a trust company duly authorized to act as trustee under the laws of Illinois) not individually or personally but acting as Trustee under the provision of a trust agreement dated February 28, 1964, and known as Trust No. 20009, herein called Mortgagor, and HOME SAVINGS OF AMERICA, F.A., a federal savings and loan association, whose address is 1001 Commerce Drive, Irwindale, California 91706 herein called Lender.

WITNESSETH: Mortgagor hereby grants, conveys, mortgages and warrants to Lender the real property ("property") legally described on the legal description rider attached hereto as Exhibit A, which property is commonly known as 71 East Wacker Drive, Chicago, Illinois; together with all interest which Mortgagor now has or may hereafter acquire in or to said property and in and to: (a) all easements, rights of way, licenses, privileges and appurtenances thereto; (b) all buildings, structures, improvements, fixtures, and appurtenances now or hereafter placed thereon, including, but not limited to all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, incineration, ventilation, lifting, fire extinguishing, plumbing, cleaning, communications, electrical, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, elevators, escalators, switch boards, engines, motors, tanks, pumps, ducts, conduits, compressors, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets, it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and, (c) all water and water rights (whether or not appurtenant). Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such property.

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The Mortgagor absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

FOR THE PURPOSE OF SECURING:

- (1) Payment of the sum of Sixteen Million Dollars (\$16,000,000) together with interest thereon, according to the terms of a certain promissory note ("Note") of even date herewith, a copy of which is attached hereto as Exhibit B and made a part hereof, made by Mortgagor payable to Lender or order, and all modifications, extensions or renewals thereof,
- (2) payment of such sums as may be incurred, paid out, or advanced by Lender, including without limitation the Future Advance described in paragraph 15 hereof, or may otherwise be due to Lender, under any provision of this Mortgage or said note and all modifications, extensions or renewals hereof or thereof,
- (3) performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any papers executed by Mortgagor relating to the loan secured hereby, (4) performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Mortgagor contained in any construction loan agreement or other agreement between Mortgagor and Lender relating to such property, (5) the performance and keeping by Mortgagor of each of the covenants and agreements required to be kept and performed by Mortgagor pursuant to the terms of any lease and any and all other instruments creating Mortgagor's interest in or defining Mortgagor's right in respect to the property, (6) performance of all agreements of Mortgagor to pay fees and charges to the Lender whether or not herein set forth, (7) payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

- (1) Construction of Improvements. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property except as may be contested in good faith and discharged by Mortgagor while covered by such title insurance or surety as Lender may

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approve, nor any stop notice against any loan proceeds. Mortgagor also agrees, anything in this Mortgage to the contrary notwithstanding, (a) to commence work promptly and to complete the proposed improvements promptly, (b) to complete same in accordance with plans and specifications or any change order, provided that any change order which results in a construction cost increase or decrease in excess of Twenty-Five Thousand Dollars (\$25,000) must first be approved by Lender, and further provided that when the aggregate sum of all change orders exceeds One Hundred Thousand Dollars (\$100,000), any change order which results in a construction cost increase or decrease in excess of Ten Thousand Dollars (\$10,000) must first be approved by Lender, (c) to allow Lender to inspect such property at all times during construction at Mortgagor's sole expense, (d) to replace any work or materials not in accordance with the plans and specifications which have been previously approved by Lender within thirty (30) days after written notice from Lender of such fact, which notice may be given to Mortgagor as provided herein, however, if such replacement cannot with reasonable diligence be cured within said thirty (30) day period, Lender may grant an additional period of time to effect such replacement.

- (2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, without restricting the generality of the foregoing, damage from termites, and earth movement, fire or other casualty, to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien subject to Paragraph (1) above against such property, to comply with all laws affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as of the date of this Mortgage.

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- (3) Fire and Casualty Insurance. To provide and maintain in force, at all times, fire and extended coverage insurance with respect to such property in an amount not less than the face amount of this Mortgage plus any and all amounts advanced hereunder. Each policy of such insurance shall be in form and content and by such companies, as may be reasonably satisfactory to Lender, with loss payable in favor of Lender, and shall be delivered to, and remain in possession of Lender. Mortgagor shall furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event that any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Mortgagor by executing this Mortgage specifically authorizes Lender in Lender's sole discretion to obtain such insurance from time to time at Mortgagor's cost. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Mortgagor hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale held hereunder pursuant to the foreclosure of this Mortgage.
- (4) Liability and Workmen's Compensation Insurance. Mortgagor shall also maintain, at its sole cost and expense, comprehensive liability and property damage insurance in the face amount of at least One Million Dollars (\$1,000,000), which insurance shall name Lender as an additional insured. Evidence that such insurance is in full force and effect shall be provided to Lender and all such policies shall provide that Lender is to receive at least thirty (30) days written notice of any cancellation. Mortgagor shall also provide Lender with evidence that worker's compensation insurance is maintained for all persons employed in the operation of the property.

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- (5) Taxes and other Sums Due. To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes affecting such property, (b) when due, all special assessments for public improvements, (c) on demand of Lender but in no event later than the date such amounts become due (i) all encumbrances, charges and tax liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to or superior hereto, (ii) all costs, fees and expenses of making such demand or removing such liens whether or not described herein, (iii) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Mortgagor or any successor in interest to Mortgagor, (iv) if such property includes a leasehold estate, all payments and obligations required of the Mortgagor or its successor in interest under the terms of the instrument or instruments creating such leasehold, and (v) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Mortgagor fail to make any such payment, Lender without contesting the validity or amount may elect to make or advance such payment together with any costs, expenses, fees, or charges relating thereto and to add such amounts to the amounts due under this Mortgage, Note or Mortgagor agrees to notify Lender immediately upon receipt by Mortgagor of notice of any increase in the assessed value of such property. Mortgagor agrees to notify Lender immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Mortgagor is or may be entitled.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of said Note shall have the right to declare the entire principal sum and the interest due on a date to be specified by not less than thirty (30) days written notice to be given to Mortgagor by Lender, provided, however, that such election shall be ineffective if

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Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) Impounds. In the event of a default hereunder, if Lender shall so request Mortgagor shall be required to pay to Lender in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Mortgagor to pay such obligations as the same become due or delinquent, Mortgagor shall pay to Lender, upon Lender's demand, such additional sums necessary to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) Assignment of Awards and Damages to Lender. All sums due, paid, or payable to Mortgagor or any successor in interest to Mortgagor of such property whether by way of judgment, settlement or otherwise (a) for injury or damage to such property, or (b) in connection with the transaction financed by the loan secured hereby, or (c) in connection with any condemnation for public use of or injury to such property, or any part thereof, is hereby assigned and shall be paid to

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Lender as provided herein. Lender shall be entitled, at its option, to commence, intervene in, appear in and prosecute in its own name, any action or proceeding or to make any compromise or settlement, in connection with any such taking or damage. Mortgagor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Lender may require.

(8) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.

(a) Proceeds of Insurance. The Mortgagor will give the Lender prompt notice of any damage to or destruction of the property, and:

(i) In the case of loss covered by policies of insurance, the Lender (or, after entry of decree of foreclosure, the purchaser at foreclosure, sale or decree, creditor, deed in lieu of foreclosure, as the case may be) is hereby authorized at its option either (a) to settle and adjust any claim under such policies without the consent of the Mortgagor or (b) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; provided that the Mortgagor may itself adjust losses aggregating not in excess of Fifty Thousand Dollars (\$50,000) and further, that in any case the Lender shall, and is hereby authorized to, collect and receipt for any insurance proceeds; and the expenses incurred by the Lender in the adjustment and collection of insurance proceeds shall be so much additional indebtedness hereby secured, and shall be reimbursed to the Lender upon demand;

(ii) In the event of any insured damage to or destruction of the property or any part thereof (herein called an "insured casualty") and if, in the reasonable judgment of the Lender, the property can be restored to an architectural and economic unit of the same character and not less valuable than the same was prior to the insured casualty, and adequately securing the outstanding balance of the indebtedness hereby secured and the insurers do not deny liability to the insured, then, if no events of default

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as hereinafter defined shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding (herein generally called "restoring") the property or any part thereof subject to an insured casualty, as provided for in Section 8(c) hereof. Notwithstanding the foregoing, in no event shall the insurance proceeds be used to restore the property unless the restoration commences at least twenty-five (25) months prior to the Due Date of the Note secured hereby;

- (iii) If in the reasonable judgment of the Lender, the property cannot be restored to an architectural and economic unit as provided for in Subsection (a)(ii) above, then at any time from and after the insured casualty, upon ninety (90) days' written notice to Mortgagor, Lender may declare the entire balance of the indebtedness hereby secured to be due and payable at the expiration of such ninety (90) day period;
- (iv) Except as provided for in Subsection (a)(ii) of this Paragraph 8, Lender shall apply the proceeds of insurance (including amounts not required for restoring effected in accordance with Subsection (a)(ii) above) consequent upon any insured casualty upon the indebtedness hereby secured, in such order or manner as the Lender may elect;
- (v) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring of the property, Mortgagor hereby covenants to restore the same to be of at least equal value and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Lender;
- (vi) Any portion of the insurance proceeds remaining after payment in full of the indebtedness hereby secured shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.

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(b) Condemnation. The Mortgagor will give Lender prompt notice of any proceeding instituted or threatened, seeking condemnation or taking by eminent domain or any like process (hereby generally called a "taking") of all or any part of the property including damages to grade, and:

(i) Mortgagor hereby assigns, transfers and sets over unto Lender the entire proceeds of any award received from any taking;

(ii) If in the reasonable judgment of the Lender the property can be restored to an architectural and economic unit of the same character and not less valuable than the property prior to such taking and adequately securing the outstanding balance of the indebtedness hereby secured, then if no event of default, as hereinafter defined shall have occurred and be then continuing, the award shall be applied to reimburse the Mortgagor for the cost of restoring the portion of the property remaining after such taking, as provided for in Section 8(c) hereof. Notwithstanding the foregoing, in no event shall the condemnation proceeds be used to restore the property unless the restoration commences at least twenty-five (25) months prior to the Due Date of the Note secured hereby;

(iii) If in the reasonable judgment of the Lender the property cannot be restored to an architectural and economic unit as provided for in Subsection (b)(ii) above, then at any time from and after the taking, upon ninety (90) days' written notice to Mortgagor, Lender may declare the entire balance of the indebtedness hereby secured to be due and payable at the expiration of such ninety (90) day period;

(iv) Except as provided for in Subsection (b)(ii) of this Paragraph 8, Lender shall apply any award (including the amount not required for restoration effected in accordance with Subsection (b)(ii) above) upon the indebtedness hereby secured in such order or manner as Lender may elect;

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- (v) In the event that any award shall be made available to the Mortgagor for restoring the portion of the property remaining after a taking, Mortgagor hereby covenants to restore the remaining portion of the property to be of at least equal economic value and of substantially the same character as prior to such taking; all to be effected in accordance with plans and specification to be first submitted to and approved by Lender;
- (vi) Any portion of any award remaining after payment in full of the indebtedness hereby secured shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.
- (c) Disbursement of Insurance Proceeds and Condemnation Award. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds of any award held by the Lender, such proceeds shall be disbursed from time to time upon the Lender being furnished with satisfactory evidence of the estimated cost of completion of the restoring (with funds or assurances satisfactory to the Lender such available funds are sufficient in addition to the proceeds of insurance or award, to complete the proposed restoring) and with such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of costs and of payment as the Lender may reasonably require and approve; and the Lender may, in any event, require that all plans and specifications for such restoring be submitted to and approved by the Lender prior to commencement of work. No payment made prior to the final completion of the restoring shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance or the award shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Lender, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Lender by or on behalf of the Mortgagor for the purpose, shall be at least sufficient in the reasonable judgment of the Lender to pay for the cost of completion of the restoring, free and clear of all liens or

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claims for lien. Lender may require that all funds disbursed under this Paragraph 8C shall be disbursed through an escrow of a title insurance company selected by Lender which shall pass on the sufficiency of all lien waivers. The escrow costs of any such title insurance company shall be included in the cost of reconstruction and paid from such funds.

- (d) Awards for Injury or Damage in Connection with the Transaction Financed by the Loans Secured Hereby. The amount received by Lender respecting the property for injury or damage or in connection with the transaction financed by the loan secured hereby, at the option of the Lender may be applied by Lender upon the indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be released to Mortgagor, or may be delivered in any manner among any foregoing application, use or release. No application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice of default.
- (e) Interest on Proceeds of Insurance, Condemnation Award of other Recovery. So long as no event of default shall have occurred and be continuing, any proceeds of insurance or any award or other recovery, as the case may be, or funds of Mortgagor held in the hands of Lender for purpose of restoration as specified in this Paragraph 8 shall be placed in an interest bearing account selected by Mortgagor and subject to Lender's approval, giving consideration to the amount on deposit and the requirement that funds on deposit be available upon demand (herein called the "disbursement account") under the control of the Lender, or its designated agent, at such bank or savings and loan association including Lender, or other depository satisfactory to Lender; and in connection therewith:
- (i) Withdrawal from the disbursement account shall be made only by the Lender, or its designated servicing or escrow agent as the case may be;
- (ii) Subject to the provisions of Subsection 8(e)(iii), funds in the disbursement

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account from time to time shall be applied solely for the purpose of paying or reimbursing Mortgagor for the cost of restoring as provided for in this Paragraph 8;

(iii) Funds in the disbursement account shall be and hereby are pledged as additional collateral and security for the indebtedness hereby secured, and, upon the occurrence of any event of default, such funds may be applied by Lender upon the indebtedness hereby secured in such order and manner as the Lender may elect or at its option the cost of restoring;

(iv) Prior to the occurrence of any event of default, interest earned upon the disbursement account shall accrue to Mortgagor and to the extent not required to pay for the cost of restoring in accordance with the provisions of this Paragraph 8 shall be paid to Mortgagor upon completion of the restoring; provided that upon the occurrence of any event of default the Lender may in its discretion withdraw all or any funds in the disbursement account and apply the same upon the indebtedness hereby secured or to the cost of restoring in such order and manner as Lender may in its sole discretion determine.

(9) Litigation. Mortgagor shall defend this Mortgage in any action or proceeding purporting to affect the property whether or not it affects the security hereof and file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the property; and Lender is hereby authorized, without obligation so to do, to commence, appear in, or defend any such action, whether brought by or against Mortgagor or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding, and Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as either may be advised, and may settle, compromise or pay the same or any other claims and, in that behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not Mortgagor

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so appears or defends, all costs and expenses of Lender, including without limitation costs of evidence of title, reasonable attorneys' fees, transcript cost and expenses of preparing for or appearing in any such action or proceeding in which Lender may appear as in this paragraph provided irrespective of whether the interest of Lender in the property is directly questioned by such action, including but not limited to any action for the condemnation or partition of the property and any suit brought by Lender to foreclose this Mortgage shall be additional indebtedness secured hereby due and payable on Lender's demand.

- (10) Lender's Right to Make Advances, Etc. Should Mortgagor fail to make any payment, or to do any act as provided in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Mortgagor agreed not to do, after notice and applicable grace period provided in Paragraph 18 hereof, Mortgagor shall be in default under this Mortgage. Lender may, but without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, and without contesting the validity or amount of the same, (a) make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon the property for such purposes, (b) pay, purchase, contest or compromise any encumbrance, charge, or lien, which in Lender's judgment is or appears to be prior or superior hereto, and (c) in exercising any such power pay necessary expenses.
- (11) Sums Advanced to Bear Interest and to be Added to Indebtedness. Mortgagor agrees to pay immediately upon demand any sums advanced or paid by Lender under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be added to the indebtedness secured hereby and bear interest from the date it was advanced or paid at the highest interest rate as provided for in the Note and shall be secured by this Mortgage.
- (12) Application of Funds. Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds (other than principal and interest payments under the Note) shall be applied upon or allocated among the various items composing Mortgagor's indebtedness or obligations under this Mortgage or any other loan document.

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(13) Right of Lender to Declare All Sums Due on any Transfer, Etc. Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within thirty (30) days after such declaration if (a) Mortgagor or any successor in interest to Mortgagor of such property sells, enters into a contract of sale; conveys or alienates such property or any part thereof, or suffers its title or any interest therein to be divested, whether voluntarily or involuntarily or leases such property or any part thereof (excluding any retail commercial space, gift shop, concession stand, restaurant or cocktail lounge leases for a term of five (5) years or less), or changes or permits to be changed the character or use of the property, or drills or extracts or enters into a lease for the drilling or extracting oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property, or (b) Mortgagor is a partnership and the interest of a general partner is assigned or transferred, or (c) Mortgagor or the beneficial owners of Mortgagor is a corporation or partnership the managing general partner of which is a corporation and more than twenty-five percent (25%) of the stock of such corporation is sold, transferred or assigned during a twelve (12) month period, or (d) Mortgagor is a trust and there is a change of beneficial interest with respect to more than twenty-five percent (25%) of such beneficial interest, or (e) Mortgagor has not made any untrue statement of any material fact or omitted any material fact in those certain financial and other written representations and disclosures made by Mortgagor in order to induce Lender to enter into the transaction evidenced by the Note or notes or agreements which this Mortgage secures. The Note provides certain conditions under which Lender may not exercise the acceleration right provided in this Paragraph 13.

(14) No Waivers by Lender. No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagor, or by adding any payment so made by Lender to

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the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

- (15) Future Advance. Lender may, in its discretion, make a Future Advance to Mortgagor in an amount up to Fourteen Million Dollars (\$14,000,000), with interest thereon. Such Future Advance shall be secured by this Mortgage when evidenced by a promissory note stating that the note is secured hereby. However, at no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed Thirty Six Million Dollars (\$36,000,000).
- (16) Modification in Writing. This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Mortgagor, or any successor in interest to Mortgagor, and Lender.
- (17) Remedies. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Lender or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient, and Lender may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the order of foreclosure is entered or sale is made hereunder, and on any default of Mortgagor. Lender may, at its option, offset against any indebtedness owing by it to Mortgagor, the whole or any part of the indebtedness secured hereby. Lender is hereby authorized and empowered at its option, without any obligations to do so, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby and of the Mortgagor to the Lender, any and all sums or money, letters of credit, other forms of collateral used as security hereunder which the Lender may have in its possession or under its control, including without limiting the generality of the foregoing, the indebtedness evidenced by any escrow or trust funds.

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In order to assure the definiteness and certainty of the rights and obligations herein provided, Mortgagor waives any and all rights of offset of claims and no offset shall relieve Mortgagor from paying installments on the obligations secured hereby as they become due.

(18) Events of Default. In the event that Mortgagor shall fail to pay the monthly installments due under the Note within five (5) days of the due date or in the event that Mortgagor shall fail to pay any monetary amounts demanded by Lender, pursuant to the provisions of this Mortgage or other loan documents within thirty (30) days of such demand, or in the event that Mortgagor shall fail to perform or observe any of the obligations, covenants, conditions or agreements required of it, pursuant to this Mortgage, after at least thirty (30) days prior notice of such failure, Lender may treat any such failure an event of default entitling Lender to declare all indebtedness due under this Mortgage and the Note secured hereby immediately due and payable without further notice or demand. Provided that if a non-monetary default cannot with reasonable diligence be cured within said thirty (30) day period and Mortgagor has commenced the cure and is proceeding diligently, the time before the right of acceleration accrues shall be extended to the time that with reasonable diligence such cure can be effected.

(19) Foreclosure of Mortgage. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the order of foreclosure or sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges and costs may be estimated as to items to be expended after entry of the order of foreclosure or sale as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree the true condition of the title to or the value of such property. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured

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hereby and shall be immediately due and payable with interest thereon at the highest rate specified in the Note or Future Note secured hereby. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; (c) preparations for the defense of any threatened suit or proceeding which might affect the property or the security hereof, whether or not actually commenced; (d) any efforts for collection of any part due indebtedness secured hereby. The proceeds of any foreclosure sale of the property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

- (20) Appointment of Mortgagee in Possession or Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint Lender as Mortgagee in possession or may appoint a receiver of the property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property or whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole of said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured

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hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to an order foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

- (21) Waiver of Statute of Limitations. Time is of the essence in all Mortgagor's obligations hereunder; and to the extent permitted by law, Mortgagor waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereunder in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder including the right to assert any claim barred by a statute of limitations as an offset or counterclaim in an action to enforce the Mortgage or the indebtedness secured hereby.
- (22) Inspection and Business Records. Lender at any time during the term of this Mortgage or any extension or renewal thereof may enter and inspect such property at any reasonable time. Mortgagor agrees that it will provide annual operating statements for the property within one hundred twenty (120) days of the end of each calendar year. Annual operating statements will include a current rent roll covering each space under lease with a term of one year or longer and will be in form and content prepared according to usual and acceptable accounting principles and practices. Mortgagor further agrees when requested by Lender to promptly deliver in writing such further additional information as required by Lender relating to any financial statements of the property or to provide financial statements and information concerning the beneficiary of Mortgagor.
- (23) Governing Law; Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States of America and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the Note or any other notes or obligations secured by this Mortgage is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the

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remaining paragraphs, clauses and provisions of this Mortgage or the Note or other notes or obligations secured by this Mortgage.

- (24) Injury to such Property. All causes of action of Mortgagor, whether accrued before or after the date of this Mortgage, for damage or injury to such property described in this Mortgage or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned hereunder by Lender, or in connection with or affecting such property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Mortgagor agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions as Lender shall request.
- (25) Misrepresentation or Nondisclosure. Mortgagor has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note which this Mortgage secures, and in the event that Mortgagor has made any untrue statement of any material fact or omitted any material fact, irrespective of the maturity date specified in the Note or notes, such untrue statement or omission shall permit Lender to declare all indebtedness secured hereby immediately due and payable.
- (26) Waiver of Homestead. Mortgagor hereby waives all right of homestead exemption in or relating to such property.
- (27) Notice. Any notice to the Mortgagor provided for in this Mortgage or Note or notes secured hereby shall be deemed given when it is deposited in the United States mail, first class, postage prepaid, and shall be addressed:

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If to the Mortgagor:

c/o Jerrold Wexler
400 East Randolph
Chicago, Illinois 60601

With a copy to:

Miller, Shakman, Nathan & Hamilton
208 South LaSalle Street, Suite 1200
Chicago, Illinois 60604
Attention: Laurance P. Nathan, Esq.
Michael S. Kautzon, Esq.

and

The Management Group, Inc.
1300 North State Parkway
Chicago, Illinois 60610
Attention: President

Any notices to Lender shall be delivered in person or if sent by United States mail, postage pre-paid, first class, addressed as follows:

Home Savings of America, F.A.
P.O. Box 7075
Pasadena, California 91109
Attention: Loan Service Manager

- (28) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto and their successors and assigns; (b) the term Mortgagor shall mean the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee; (c) the term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein; (d) wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa; (e) captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.
- (29) Adjustable Mortgage Loan Provisions and Term of Mortgage. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index all as provided in said Note. From time to time the monthly

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installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest when added to principal exceed ninety percent (90%) of the appraised value of the property as approved by Lender. If not sooner paid, all indebtedness due under the Note, the Mortgage and all loan documents securing said Note, shall be due and payable on February 10, 2001.

(30) Acceleration in Case of Insolvency. Notwithstanding anything in this Mortgage or the Note to the contrary, if Mortgagor or the Owner of the beneficial interest of Mortgagor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if said Mortgagor or Owner shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation under a bankruptcy or insolvency act within a reasonably prompt time after such filing or if said Mortgagor or Owner shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for either of them or their property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if said Mortgagor or Owner shall make an assignment for the benefit of their respective creditors, or if there is an attachment, execution or other judicial seizure of their respective assets having an aggregate value in excess of Twenty-Five Thousand Dollars (\$25,000) and such seizure is not discharged within ten (10) days, then Lender may, at Lender's option, declare all indebtedness due under this Mortgage and the Note secured hereby to be immediately due and payable without prior notice, and Lender may invoke any remedies permitted by Paragraph 19 of this Mortgage. Any attorneys' fees and other expenses incurred by Lender in connection with such bankruptcy or any of the other aforesaid events shall be additional indebtedness of aortgagor secured by this Mortgage and payable on demand.

(31) Waiver of Right of Redemption. Mortgagor has been directed by its beneficiary to and hereby does waive any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own

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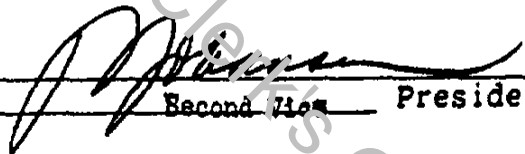
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behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to such property subsequent to the date of this Mortgage.

This Mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any warranty contained in this Mortgage and any recovery on this Mortgage, the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any beneficiary of said Trustee covenanted with regard to said Note or the underlying loan.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee
as aforesaid and not personally

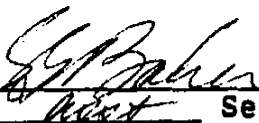
BY:



Second Vice President

ATTEST:

BY:



Secretary

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

LORETTA M. SOVIENSKI

I, LORETTA M. SOVIENSKI, a Notary Public, in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Peter H. Johnson and SUZANNE G. BAKER, the Second Vice President and Assistant Secretary, respectively, American National Bank and Trust Company of Chicago personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Second Vice President and Assistant Secretary, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said Assistant Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of , 1986. **MAR 27 1986**

Loretta M. Sovieniski
Notary Public

MY COMMISSION EXPIRES JUNE 27, 1988

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EXHIBIT A

PARCEL 1:

Lots 6, 7, and 8 in the resubdivision of Lots 3, 4, 7, 8, 10 to 19 inclusive in Block 4 in Fort Dearborn Addition to Chicago in the South West fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 2:

Lots 20 and 21 in Block 4 in Fort Dearborn Addition to Chicago in the South West fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 3:

All of vacated alley lying between Lot 8 in the resubdivision of Lots 3, 4, 7, 8, 10 to 19 inclusive in Block 4 in Fort Dearborn Addition to Chicago aforesaid and Lot 20 in Block 4 in said Fort Dearborn Addition all in Cook County, Illinois

This property is commonly known as: 71 East Wacker Drive
Chicago, Illinois 60601

Permanent Tax I.D. Nos.: 17-10-300-006-0000 - 6
17-10-300-007-0000 - 7
17-10-300-008-0000 - 8
17-10-300-009-0000 - 20
17-10-300-010-0000 - 21

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EXHIBIT B

PROMISSORY NOTE
ADJUSTABLE INTEREST RATE

LOAN NO. 598400-0
March 27, 1986
Chicago, Illinois

1. FOR VALUE RECEIVED, the undersigned AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (a trust company duly authorized to accept and execute trusts in the State of Illinois), not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered in pursuance of a Trust Agreement dated February 28, 1964 and known as Trust No. 20009 ("Mortgage"), hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Mortgage dated as of March 27, 1986 ("Mortgage") given to secure the payment hereof, to pay to HOME SAVINGS OF AMERICA, F.A. ("Lender"), a federal savings and loan association, or order, at its offices in the City of Pasadena, Post Office Box 7075, State of California, 91109, or at such other place as the holder of this Note may from time to time designate, the principal sum of SIXTEEN MILLION DOLLARS (\$16,000,000.00), with interest from the date hereof on the unpaid principal balance at the initial interest rate of ten and three-quarters percent (10.75%) per annum, principal and interest payable in monthly installments of ONE HUNDRED FORTY-NINE THOUSAND THREE HUNDRED FIFTY-SEVEN and 02/100ths DOLLARS (\$149,357.02) each, beginning on the 10th day of May, 1986 and continuing on the 10th day of each and every month thereafter until the 10th day of April, 2001 (the "Due Date"), on which date any unpaid interest and all other sums due under this Promissory Note ("Note") shall be paid in full.

2. The undersigned agrees that the interest rate on this Note will be adjusted on each Interest Rate Adjustment Date, as defined below, to be equal, following such date until the next Interest Rate Adjustment Date, to the sum of (i) the most recently available monthly weighted average cost of funds of members of the Federal Home Loan Bank of San Francisco, as computed from statistics tabulated and published by the Federal Home Loan Bank of San Francisco (such monthly weighted average cost of funds being hereafter referred to as the "Index"); plus (ii) two and three-quarters (2.75) percentage points.

(a) Interest Rate Adjustments. Changes in the interest rate on this Note will become effective commencing on

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October 10, 1986 and on the same date of each month thereafter, each of which dates is called an "Interest Rate Adjustment Date." No adjustment to the interest rate on any Interest Rate Adjustment Date shall result in an interest rate that is greater than fifteen and three-quarters percent (15.75%) per annum or less than five and three-quarters percent (5.75%) per annum, provided, that in the event of the sale or transfer of the real property described in the Mortgage given to secure payment of this Note, adjustment to the interest rate on any subsequent Interest Rate Adjustment Date shall not result in an interest rate that is more than five (5) percentage points greater or less than the interest rate in effect at the time of such sale or transfer; for the purpose of measuring the range of permissible increases or decreases to the interest rate following the sale or transfer of the real property, the interest rate in effect at the time of such sale or transfer shall be substituted for the initial interest rate of this Note.

- (b) Payment Adjustments. The monthly payment amount shall be adjusted on May 10, 1987 and on the same date each year thereafter, each of which dates is called a "Payment Adjustment Date." If an interest rate change has been made on an Interest Rate Adjustment Date, the amount of the regular monthly principal and interest payments will be adjusted on the next Payment Adjustment Date so as to be sufficient to amortize the remaining principal balance over the term expiring on April 10, 2016 (the "Amortization Date"), based upon the then applicable interest rate. Except as provided below, on any Payment Adjustment Date no increase or decrease in a monthly payment will be greater than seven and

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one-half percent (7.50%) of (i) the amount of the first regular monthly payment in the case of the first Payment Adjustment Date, or (ii) the amount of the last regularly scheduled payment immediately preceding the Payment Adjustment Date for each Payment Adjustment Date thereafter.

- (c) Principal Balance Adjustments. If any adjustment to the interest rate results in a monthly payment being less than the amount of interest accrued for a month either because of an interest rate adjustment or because of the seven and one-half percent (7.50%) limitation on increases in the monthly amount, such accrued but unpaid interest will be added monthly to the unpaid principal balance and will thereafter bear interest at the interest rate that is from time to time payable on this Note. Notwithstanding any other provisions of this Note, including the seven and one-half percent (7.50%) limitation contained in the preceding subparagraph (b), on May 10, 1991, and on the same date every five (5) years thereafter, the amount of the regular monthly principal and interest payments on this Note will be adjusted to be sufficient so as to amortize the remaining principal balance over the term expiring on the Amortization Date at the then current rate of interest as if such interest rate were to continue in effect until the Due Date.
- (d) Waiver of Increases. Interest rate increases on each Interest Rate Adjustment Date are at the holder's option, but if the holder does not invoke a permissible interest rate increase in whole or in part, this will not constitute a waiver of the holder's right later to invoke such an increase, subject to the other provisions of this Note.

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- (e) Alternative Index. If, at any time during the term of this Note, the Index is no longer available or is otherwise unpublished, the holder may select an alternative published index over which the holder has no control, in which case such alternative index will become the Index and the interest rate of this Note will thereafter vary in relation to the alternative index.
- (f) Notices. Notices of any change in the interest rate or amount of the regular monthly installment payment shall be deemed given by the holder when deposited in the United States mail, first class, postage prepaid, addressed to the maker, or, to the persons shown on the holder's records as transferee at the time of giving notice.

3. Each installment payment received by the holder shall be credited as of its due date, without regard to its date of receipt by the holder, first to interest then due and the remainder to principal, and interest shall cease upon the principal so credited as of the date that such credit is made. For the purposes of allocation of any monthly installment payment as between principal and interest, interest shall consist of the product of the outstanding principal balance on this loan immediately prior to allocation of the monthly installment payment times the then applicable interest rate of this Note divided by twelve (12). All other interest calculations on this Note and the indebtedness created pursuant to the documents securing this Note shall be made on a daily basis. Daily interest shall consist of the product of the outstanding principal balance on this Note times the annual interest rate divided by the number of calendar days in the year for which the daily interest calculation is made.

4. Should default be made in the payment of any monthly installment within five (5) days of its due date or if an event of default as defined in the Mortgage securing this Note shall occur or if Lender shall exercise its rights under paragraph 9 of this Note the whole sum of principal and interest shall become immediately due at the option of the holder regardless of any prior forbearance.

5. Mortgagor agrees (a) to pay immediately, without demand, to the holder, in the event any installment is not

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received by the holder within ten (10) days after its due date, and without regard to the date as of which such payment is credited, an amount equal to the equivalent of six percent (6%) of the installment due that is applicable to the payment of principal and interest, (b) that it would be impractical or extremely difficult to fix the holder's actual damages in the event that any installment shall not be paid when due, and (c) that such amount shall be presumed to be the amount of damages for such late payment. This paragraph and the amounts for which it provides shall not limit the holder's right, under this Note, the Mortgage securing it, or otherwise, to compel prompt performance thereunder. Mortgagor also agrees to pay any and all costs or fees of collection incurred by the holder, including without limitation reasonable attorneys' fees for consultation, preparing demand letters or bringing any action for collection.

6. The principal amount due on this Note may be prepaid in whole or in part, at any time without penalty, only upon regular monthly payment dates hereof with written notice at least ninety (90) days in advance thereof.

7. Principal, interest, and charges are only payable in lawful money of the United States of America.

8. In this Note, the singular shall include the plural. Presentment, demand, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their respective successors and assigns.

9. This Note as well as all modifications, extensions or renewals thereof, is secured by a Mortgage dated as of even date hereof made by Mortgagor in favor of Home Savings of America, F.A. Said Mortgage contains the following clause, which is incorporated herein: "Right of Lender to Declare All Sums Due on any Transfer, Etc. Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any Note or agreement evidencing the same, due and payable within thirty (30) days after such declaration if (a) Mortgagor or any successor in interest to Mortgagor of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers its title or any interest therein to be divested, whether voluntarily or involuntarily, or leases such property, or any part thereof (excluding any retail commercial space, gift shop, concession stand, restaurant or cocktail lounge lease for a term of five (5) years or less and the

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letting of hotel rooms in the normal course of business), or changes or permits to be changed the character or use of the property, or drills or extracts or enters into a lease for the drilling for or extracting of oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property, or (b) Mortgagor is a partnership and the interest of a general Partner is assigned or transferred, or (c) Mortgagor or the beneficial owners of Mortgagor is a corporation, or partnership the managing general Partner of which is a corporation and more than twenty-five percent (25%) of the stock of such corporation is sold, transferred or assigned during a twelve (12) month period, or (d) Mortgagor is a trust and there is a change of beneficial interest with respect to more than twenty-five percent (25%) of such beneficial interest, or (e) Mortgagor has not made any untrue statement of any material fact or omitted any material fact in those certain financial and other written representations and disclosures made by Mortgagor in order to induce Lender to enter into the transaction evidenced by the Note or notes or agreements which this Mortgage secures."

10. This Note is also secured by a Security Agreement and an Assignment of Rents and Leases as of March 27, 1986. This Note and the Mortgage, Security Agreement and Assignment of Rents securing it shall be read together so that all rights accruing to Lender under any document shall be considered as accruing under all documents and all obligations of Mortgagor under any document shall be considered as obligations under all documents.

This Note is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, and the rents, issues and profits thereof, by the enforcement of the provisions contained in said Mortgage except as may be covenanted by any beneficiary hereof to the Lender in any other agreement or document given with regard to this Note or the underlying loan transaction. No personal liability shall be asserted or be enforceable against the promisor because of or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly covenanted by any beneficiary hereof to the Lender in any other agreement or document given with regard to this Note or the underlying loan transaction and each original and successive holder of this Note accepts the same upon the express

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condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any installment hereof, the sole remedies of the holders hereof shall be by any one or more of: (1) foreclosure or other enforcement of the said Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said Mortgage set forth; (2) resort to any other security given to secure said indebtedness; or (3) action to enforce the personal liability of any beneficiary covenanted with regard to the payment hereof.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee as
aforesaid and not personally

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

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