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BCA 5.10/6.20 (Rev. Jul. 1984)

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File #

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Secretary of State
State of Illinois

STATEMENT OF CHANGE OF REGISTERED AGENT AND/OR REGISTERED OFFICE

This Space For Use By Secretary of State	
Date	
Filing Fee	\$5.00
Clerk	

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby submits the following statement.

1. The name of the corporation is JUPITER REAL ESTATE CORP.

2. The State or Country of Incorporation is Illinois

3. The name and address of its registered agent and its registered office as they appear on the records of the office of the Secretary of State (Before Change) are:

Registered Agent No Change

First Name	Middle Name	Last Name
<u>222 West Adams Street</u>		
Number	Street	Suite No. (A P.O. Box alone is not acceptable)
<u>Chicago</u>	<u>60606</u>	<u>Cook</u>
City	Zip Code	County

4. The name and address of its registered agent and its registered office shall be (After All Changes Herein Reported):

Registered Agent The Prantice-Hall Corporation System, Inc.

First Name	Middle Name	Last Name
<u>33 North LaSalle Street</u>		
Number	Street	Suite No. (A P.O. Box alone is not acceptable)
<u>Chicago</u>	<u>60602</u>	<u>Cook</u>
City	Zip Code	County

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)

- a. By resolution duly adopted by the board of directors. (Note 5)
- b. By action of the registered agent. (Note 6)

(If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated _____, 19 _____
(Exact Name of Corporation)

attested by _____ by _____
(Signature of Secretary or Assistant Secretary) (Signature of President or vice president)

(Type or Print Name and Title)

(Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6)

The undersigned, under penalties of perjury, affirms that the facts stated herein are true.

Dated March 3, 19 86 By: Stephen W. Craig
The Prantice-Hall Corporation System, Inc.
(Signature of Registered Agent of Record)
Stephen W. Craig, Vice-President

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NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address, a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by the President (or vice-president) and by the Secretary (or an assistant secretary).
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent.

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12111 TRN 2835 04-10-86 11:53:00
14112 # 14 * -816-J 87315

Form BCA-5.10/5.20

File No.

STATEMENT OF CHANGE OF REGISTERED
AGENT AND/OR REGISTERED OFFICE

Filing Fee \$5.00

FILED

APR 28 1986

JIM EDGAR
Secretary of State

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone 217 — 782-7808

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THIS Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in said property owned by the undersigned, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor covenants that it is lawfully seized of the premises, that the same are unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend said premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever; and

TO HAVE AND HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. To keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building or improvement at any time in the process of erection upon the premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics or other liens or claims for liens of any kind; to pay when due an indebtedness which may be secured by a lien or charge on the premises, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. Unless otherwise provided herein to pay, ten days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and

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payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.

8. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption) against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be approved or reasonably required from time to time by Mortgagee; all policies whether or not required by the terms of this mortgage, shall contain loss payable clauses in favor of the Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss jointly, to Mortgagor and Mortgagee.

9. To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee. Mortgagee may, from time to time, at its option, waive, and after any such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

10. To make monthly deposits, if requested, with Mortgagee, in addition to the payments required by the Note, of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the premises, and one-twelfth (1/12th) of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee and shall be based upon the last tax bill ascertainable. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such taxes, assessments or premiums when due shall be paid by Mortgagor to Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any funds in said account to any obligation then due under this mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time

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to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

11. Any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagor shall be paid to Mortgagee and the proceeds or any part thereof shall be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.

12. In the event of default in performance of any of Mortgagor's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

13. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor or, (b) if any proceedings be instituted or process issued (i) to enforce any other lien, charge, or encumbrance against the premises, or (ii) against Mortgagor under any bankruptcy or insolvency laws, or (iii) to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten days after written notice to Mortgagor; or (c) in the event the Mortgagor sells, conveys, transfers, assigns or alienates by any means whatsoever (including, without limitation, conveyance to a trustee,

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contract of articles of agreement for deed, assignment of beneficial interest lease with an option to purchase or lease with a term in excess of twenty-four (24) months) any legal, equitable or other right, title or interest, or any part or portion thereof without Mortgagee's prior express written consent; or (d) if Mortgagor makes any assignment for the benefit of creditors, or is declared a bankrupt, or, if by or with the consent or at the instance of Mortgagor proceedings to extend the time of payment of Mortgagor's obligations to Mortgagee or to change the terms of this mortgage be instituted under any bankruptcy or insolvency law; or (e) if the Burger King Franchise Agreement relating to the operation of a Burger King restaurant on the mortgaged property is terminated for any reason and for the Mortgagor or its beneficiaries cease operating a Burger King restaurant on the mortgaged premises; then,

I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable with interest thereon as provided.

II. Mortgagee may immediately foreclose this mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Mortgagor hereby grants to Mortgagee the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises and property, expel and remove any persons, goods

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or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

14. In any foreclosure of this mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) All principal and interest remaining unpaid and secured hereby,

(b) All other items advanced or paid by Mortgagee pursuant to this mortgage with interest,

(c) All court costs, attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b), and (c) in order of

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priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

15. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy of right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

16. Notwithstanding the provisions of Paragraph 10 hereof, Mortgagee is hereby authorized to elect to pay any insurance premiums on an installment basis.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,
- (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,
- (c) exercise or refrain from exercising or waive any right Mortgagee may have,
- (d) accept additional security of any kind,
- (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

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Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

18. All provisions hereof shall inure to and bind the respective executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor including Mortgagor's beneficiary and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed any guaranty or this mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

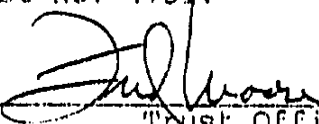
19. This Mortgage is governed by Illinois law.

20. The terms of this Mortgage may be modified only by a subsequent writing executed by the parties hereto.

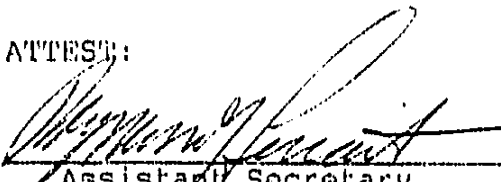
THIS MORTGAGE is executed by HARRIS BANK NAPERVILLE, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said HARRIS BANK NAPERVILLE hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of Mortgagor individually to pay the Mortgagor's Note or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right of security hereunder and that so far as HARRIS BANK NAPERVILLE personally is concerned, the legal holder or holders hereof shall look solely to the premises hereby conveyed and the enforcement of the lien hereby created or to an action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, the undersigned has executed this Mortgage as of the day and year first written above.

HARRIS BANK NAPERVILLE, not personally, but as Trustee under a Trust Agreement dated March 31, 1986 and known as Trust No. 4751.

By: 
Trust Officer

ATTESSE:


Assistant Secretary

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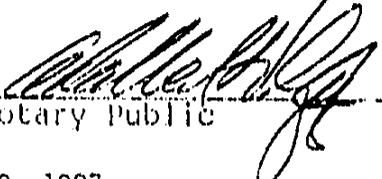
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Adalbert L. Vlazny, III, Notary Public,
and for said County, in the State aforesaid, do hereby
certify that Fred Moore personally
known to me to be the Vice Pres. & Trust Officer of HARRIS BANK
NAPERVILLE and Raymond Lenart personally known to me
to be an ~~Assistant~~ Secretary of said corporation and who
subscribed to the foregoing instrument, appeared before me
this day in person and severally acknowledged that they
signed and delivered the said instrument as the
Vice President and ~~Assistant~~ Secretary of
said corporation for the uses and purposes set forth therein
and cause the corporate seal of said corporation to be
affixed thereto.

Given under my hand and official seal this 9th
day of April, 1986.



Notary Public

My Commission expires: June 10, 1987

This instrument was prepared by:
David A. Kallick
HURLEY & KALLICK, LTD.
One Lane Center
1200 Shermer Road, Suite 220
Northbrook, Illinois 60062
(312) 498-6610

Mail To:
David A. Kallick
HURLEY & KALLICK, LTD.
1200 Shermer Road
Northbrook, Illinois 60062

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The South 221.58 feet of the following described Parcel: The East 1/3, except the East 300.0 feet, as measured perpendicular to the Easterly line and except the Southerly 50.0 feet, as measured perpendicular to the Southerly line, of the South East quarter (1/4) of the South East quarter (1/4); (except that part taken by the Sanitary District Of Chicago) in Section 24, Township 37 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, except that part on the North West corner of 119th Street and Harlem Avenue conveyed to the Department of Transportation State of Illinois, described as follows: That part of the South East quarter (1/4) of Section 24, Township 37 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the North line of West 119th Street, as dedicated per Document 1194076 (said North line lying 50.0 feet North of and parallel with the South line of said Section 24), and the West line of South Harlem Avenue, as dedicated per Document 1123135 (said West Line lying 50.0 feet West of and parallel with the East line of said Section 24), thence North along said West line of Harlem, a distance of 20.0 feet to a point, thence South- Westerly along a straight line a distance of 28.28 feet to a point on the aforesaid North line of said West 119th Street, said point lying 20.0 feet West of the point of beginning (as measured along said North Line), thence East 20.0 feet to the point of beginning, all in Cook County, Illinois

Property Address: 7202 College Drive Palos Heights, Il. 60463

P.I.N. 23-24-406-~~885~~

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