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SECOND MORTGAGE AND SECURITY AGREEMENT

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INDENTURE made this 15th day of April, 1986, by LaSalle National Bank not personally but as Trustee under Trust Agreement dated March 21, 1986 and known as Trust No. 110940, having its principal office and place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagor") in favor of Roy Schoenbrod and Leonard Shelton (collectively the "Mortgagee"), as joint tenants with right of survivorship, as collecting agents for the Beneficiaries, as hereinafter defined, pursuant to that certain agreement of even date herewith ("Agreement") executed by Roy Schoenbrod, Barbara Schoenbrod and Leonard Shelton individually, and as Trustee of the F. G. Revocable Trust (collectively the Beneficiaries").

W I T N E S S E T H :

WHEREAS, Mortgagor has executed and delivered to Mortgagee a note of even date herewith (which note and all notes delivered in substitution, replacement or exchange therefor, as any of the foregoing may from time to time be amended, are hereinafter collectively called the "Note") payable to the order of Mortgagee in the principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), bearing interest at the rate or rates as provided in the Note, and payable as provided in the Note;

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest thereon, and any and all extensions and renewals thereof, and any and all additional indebtedness (and all interest thereon) that may now or hereafter be or become owing from Mortgagor to Mortgagee on account of any future payments, advances, expenditures, obligations or liabilities made or suffered by Mortgagor pursuant to the Note, this Mortgage or any other instruments or documents at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto, are hereinafter sometimes collectively called "indebtedness secured hereby";

WHEREAS, Mortgagor desires to induce Mortgagee to extend the loan evidenced by the Note;

NOW, THEREFORE, to secure payment of the indebtedness secured hereby and the performance and observance of the covenants, agreements and provisions herein and in the Note contained and for TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt, adequacy and sufficiency of which is hereby acknowledged, by these presents Mortgagor does grant, assign, pledge, warrant, mortgage and convey unto Mortgagee, its successors and assigns, the real estate legally described on Exhibit "A" hereto (the "Real Estate");

TOGETHER with all buildings, structures and other improvements now or hereafter located, erected, constructed (or partially constructed) or placed on or at the Real Estate; and all materials intended for construction, alteration and repairs thereof or thereto, all of which materials shall be subjected to the lien hereof immediately upon delivery thereof to the Real Estate (all of such buildings, structures, other improvements and materials, together with all portions of the

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Equipment, hereinafter defined, now or hereafter forming part of, attached to or incorporated in any such buildings, structures or other improvements, hereinafter sometimes collectively called the "Improvements");

TOGETHER with all machinery, equipment, furniture, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Real Estate or the buildings, structures or other improvements located thereon, used or usable in connection with any present or future operation of the Real Estate, or the buildings, structures or other improvements now or at any time hereafter located thereon and owned by Mortgagor or the beneficiaries of Mortgagor including without limitation, (a) all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire extinguishing, plumbing, cleaning, electrical, communications and power equipment, systems and apparatus, (b) all gas, water and electrical equipment, systems, fixtures and apparatus, (c) all elevators, escalators, switchboards, computers, engines, motors, tanks, pumps, screens, storm doors, storm windows, shades, blinds, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors, and (d) all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing (hereinafter sometimes collectively called the "Equipment"). All items of Equipment are a part of the Mortgaged Premises (hereinafter defined) and are declared to be a portion of the security for the indebtedness secured hereby (whether or not physically attached to the Real Estate or the buildings, structures or other improvements thereon);

TOGETHER with all easements, rights-of-way, licenses, privileges, water rights, riparian rights, air rights, development rights, oil, gas and mineral rights and other rights and privileges now or hereafter belonging or in any wise appertaining to the Real Estate or Improvements, or any part thereof, including without limitation any claim at law or in equity, as well as any after-acquired title, franchise or license;

TOGETHER with all shrubbery, trees and produce now or hereafter planted, growing or grown on the Real Estate (hereinafter collectively called the "Landscaping");

TOGETHER with all leasehold and subleasehold estates, and all rights, titles and interests of Mortgagor in any and all leases, subleases, licenses, franchises, concessions, arrangements or other agreements relating to the use and occupancy of the Real Estate, Landscaping, Improvements or Equipment now or hereafter entered into (hereinafter collectively sometimes called the "Lease" or "Leases"), together with all cash or security deposits, advance rentals and other deposits or payments of similar nature given in connection with any Leases;

TOGETHER with all present and future rents, profits, revenues, royalties, receipts, rights and benefits now or hereafter derived from any one or more of the Real Estate, Landscaping, Improvements, Equipment, or pursuant to Leases or other agreements, or otherwise (hereinafter sometimes collectively called "Rents"), together with (subject to the right, power and authority given to Mortgagor in any assignment of rents to Mortgagee executed concurrent herewith) the right, but not the obligation, to collect, receive and receipt for all Rents and apply them to the indebtedness secured hereby, and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor pursuant to the provisions of the

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Leases or other agreements nor shall such obligations be imposed upon Mortgagee;

TOGETHER with all the estate, right, title and interest of Mortgagor now owned or hereafter acquired (including without limitation any after-acquired title, franchise or license and the reversions and remainders thereof), in and to (a) the land or vaults lying within any alley, way, street, or roadway, open or proposed, adjoining the Real Estate, (b) any and all alleys, sidewalks, strips and gores adjoining or used in connection with the Real Estate or the Improvements, (c) all rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor, and (d) any and all rights and interests of every nature now or hereafter forming part of or used in connection with the Real Estate, the Improvements or the operation and maintenance thereof;

TOGETHER with all judgments, settlements, awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Mortgaged Premises, including without limitation any judgments, settlements, awards or other compensation for severance or consequential damages or for change in grade of streets;

TOGETHER with all interests, estates or other claims, at law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate or Improvements, or in other rights, interests or properties comprising the Mortgaged Premises;

TOGETHER with all present and future insurance policies in force or effect insuring any or all of the Real Estate, Landscaping, Improvements, Equipment, Rents or Leases;

TOGETHER with the reversions and remainders with respect to, and the revenues, receivables, income and accounts and proceeds of and from, each and every of the foregoing.

All of the above described property, including without limitation the Real Estate, Landscaping, Improvements, Equipment, Leases and Rents, is hereinafter collectively called the "Mortgaged Premises".

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein expressed. Mortgagor covenants that Mortgagor is well seized of an indefeasible estate in fee simple in the Real Estate, the Landscaping and the Equipment, and has good right and full power and authority to grant, assign, pledge, warrant, mortgage and convey the Mortgaged Premises in the manner and form herein provided, thereby creating a second mortgage lien thereon; and that all real estate taxes and assessments with respect to Mortgaged Premises have been paid or satisfied to date; and that Mortgagor will warrant and defend title to the Mortgaged Premises unto Mortgagee, its legal representatives, successors and assigns, forever, against all claims and demands whatsoever.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness secured hereby and (b) performance and observance of each and every of the covenants, agreements and provisions on Mortgagor's part to be performed or observed as provided herein, in the Note or in any other document or instrument to which reference is made in this Mortgage.

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MORTGAGOR HEREBY COVENANTS AND AGREES that:

1. **PAYMENT OF INDEBTEDNESS.** Mortgagor shall pay when due the principal and interest evidenced by the Note, and all other of the indebtedness secured hereby; duly and punctually perform and observe all of the other covenants, agreements and provisions on Mortgagor's part to be performed or observed as provided in the Note and as provided herein.

2. **PAYMENT OF IMPOSITIONS.** Mortgagor shall pay all general and special taxes, assessments, water charges, sewer and sewer service charges and rents, rates and charges, excises, levies, license and permit fees, fines and penalties, and other governmental charges, and all other charges, fees, taxes and assessments, ordinary and extraordinary, general and special, foreseen and unforeseen (and any interest or costs with respect thereto, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed, or which become a lien upon or against the Mortgaged Premises, or any portion thereof, or which become payable with respect thereto or with respect to the occupancy, use or possession thereof (hereinafter collectively called "impositions"), at least ten (10) days prior to the due date thereof, and will promptly deliver to Mortgagee a copy of the receipt of the proper officials for the payment thereof, provided, however, that if, by law, any imposition may at the option of the taxpayer be paid in installments, Mortgagor may pay the same in equal installments over a period of time permitted by law.

3. **INSURANCE.**

A. Subject and subordinate to the rights of First Mortgagee, as hereinafter defined, Mortgagor shall insure and keep insured the Mortgaged Premises against such perils and hazards as Mortgagee from time to time may reasonably require, including:

(1) Insurance against loss or damage to the Improvements and Equipment by fire, lightning, risks embraced by coverage of a type now known as broad form of extended coverage, all risk, all perils, including without limitation riot and civil commotion, vandalism, malicious mischief and sprinkler leakage, and such other risks as Mortgagee may reasonably require, in an amount equal to One Million One Hundred Thousand and no/100 Dollars (\$1,100,000.00);

(2) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Mortgaged Premises with such limits as Mortgagee reasonably may require;

(3) Rent and rental value insurance (or, at the discretion of Mortgagee, business interruption insurance) in amounts sufficient to pay during any period of up to one (1) year in which the Improvements or Equipment may be damaged or destroyed all gross rents derived from the Mortgaged Premises;

(4) Broad form boiler and machinery insurance on all equipment and objects customarily insured by such insurance, in amounts approved by Mortgagee;

(5) During the making of any repairs, replacements, restoration, alterations or improvements to the Mortgaged Premises (i) builder's risk and other

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insurance insuring against claims based on the owner's contingent liability not insured by the insurance provided in Subparagraph 3A(2) above in amounts approved by Mortgagee; and (ii) Workmen's Compensation Insurance insuring all persons engaged in making such alterations or improvements, in statutory amounts;

(6) Federal flood insurance in the maximum amount obtainable up to the amount of the indebtedness secured hereby, if the Mortgaged Premises is in a "flood plain area" as defined by the Federal Insurance Administration pursuant to the Federal Flood Disaster Protection Act of 1973, as amended; and

(7) Insurance against such other insurable casualties as Mortgagee reasonably may require and which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of improvements and equipment, their construction, location, use and occupancy.

Mortgagee shall have the right to require Mortgagor to increase the above-stated amounts of insurance if Mortgagee deems such additional amounts necessary for its protection.

B. Subject and subordinate to the rights of First Mortgagee, all policies of insurance as required above shall:

(1) Be in forms and placed with companies satisfactory to Mortgagee, and shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to Mortgagee;

(2) Notwithstanding anything to the contrary contained above, be written in amounts sufficient to prevent Mortgagee or Mortgagor from becoming a co-insurer;

(3) Provide for not less than thirty (30) days prior written notice of cancellation to Mortgagee.

C. Mortgagor shall deliver to Mortgagee certificates of insurance with respect to all the policies described above, and in case of insurance policies about to expire, Mortgagor shall deliver renewal policies or certificates, not less than thirty (30) days prior to the respective dates of expiration. Premiums and policies shall not be financed in any manner whereby any lender, upon default or otherwise, shall have the right or privilege of cancelling the policies. Mortgagor shall not carry separate insurance concurrent in kind or form and contributing, in the event of loss, with any insurance required hereunder. However, if the mortgagee under the First Mortgage ("First Mortgagee"), as hereinafter defined, does not require delivery to it of the policies of insurance or if at any time the First Mortgage no longer exists, then, Mortgagor shall be required to deliver the policies of insurance described in Paragraph 3A above to Mortgagee.

D. Subject and subordinate to the rights of First Mortgagee, upon any loss or damage, Mortgagor shall immediately notify Mortgagee in writing, and, at the election

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of Mortgagee (1) the loss, if any, under each insurance policy shall be adjusted with the insurance company by Mortgagee and (2) all insurance proceeds shall be paid directly and solely to Mortgagee. Each insurance company is authorized and directed to make such adjustment with and payment directly and solely to Mortgagee, and the insurance policies shall so stipulate. Mortgagee is hereby authorized to so adjust, collect and compromise all claims under such policies, and upon demand by Mortgagee, Mortgagor shall sign all receipts, vouchers and releases required by the insurance companies. Mortgagee shall not incur any liability in connection with the adjustment or collection of insurance claims and proceeds (or the failure thereof) regardless of the cause of such failure. If Mortgagee receives any sum or sums of money by reason of any such insurance as aforesaid, at its sole option, Mortgagee may apply, in whole or in part, whatever monies are received to the payment of the indebtedness secured hereby or to the repair, restoration, replacement and rebuilding (hereinafter sometimes collectively called "Restoration") of the damaged or destroyed property. Any application thereof to the indebtedness secured hereby shall not release or relieve Mortgagor from making the payments, performing and making the Restoration, or performing the other agreements and obligations herein required until the indebtedness secured hereby is paid in full. Notwithstanding the foregoing, and notwithstanding the fact that the First Mortgagee elects to apply the insurance proceeds it receives to the payment of the indebtedness secured thereby and elects not to allow Mortgagor to repair, restore, replace or rebuild, if no Event of Default (as hereinafter defined) or no event which with the lapse of time or the giving of notice or both, would constitute an Event of Default, shall have occurred and shall be continuing (and if in the reasonable judgment of Mortgagee the Mortgaged Premises can be restored to an architectural and economic unit of the same character and not less valuable than the Mortgaged Premises was prior to the loss or damage and adequately securing the outstanding balance of the indebtedness secured hereby, and if Mortgagor can demonstrate to Mortgagee's satisfaction the financial ability to restore, repair, replace or rebuild, and if the insurers do not deny or limit liability to the insureds) then the following Paragraphs 3D(1) through 3D(5) shall apply:

(1) As soon as reasonably possible after any loss, damage or destruction, but in any event within thirty (30) days after any insurance proceeds shall have been paid, Mortgagor shall furnish to Mortgagee an estimate of the cost of Restoration prepared by an architect or other experienced construction cost estimator selected by Mortgagor and approved by Mortgagee.

(2) If such estimated cost of Restoration is less than \$25,000, and does not involve a structural part of the Improvements, then the loss, if any, under each insurance policy shall be adjusted with the insurance company by Mortgagor and the proceeds of any such insurance shall be paid to Mortgagor.

(3) If the loss, damage or destruction involves a structural part of the Improvements, or if such estimated cost of Restoration exceeds \$25,000, Mortgagor shall submit to Mortgagee plans and specifications of an independent reputable architect, engineer

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or building contractor (providing for Restoration to be of at least equal value and of substantially the same character as prior to such loss, damage or destruction and otherwise subject to the approval of Mortgagee) before proceeding with any work required as a result of such loss or damage. After Mortgagee has approved the plans and specifications (but not before), Mortgagor shall proceed with the Restoration in accordance with such plans and specifications, upon execution of agreements with architects and contractors satisfactory to Mortgagee and in form and substance and for such amounts satisfactory to Mortgagee, subject to the following:

(a) Mortgagee shall hold as a trust fund to be applied as hereinafter provided all insurance proceeds which Mortgagee has received on account of damage or destruction. However, if the First Mortgagee also elects to allow Mortgagor to repair, restore, replace or rebuild, and under the provisions of the First Mortgage the First Mortgagee is required to hold the insurance proceeds it receives in a trust fund, the Mortgagee agrees to allow First Mortgagee to hold the insurance proceeds Mortgagee receives in the same trust fund and disburse the insurance proceeds for Restoration in accordance with the provisions of the First Mortgage.

(b) If the insurance proceeds which Mortgagee receives are not sufficient to pay for the cost of Restoration as so estimated, Mortgagor forthwith shall deposit with Mortgagee the amount estimated to be necessary to complete Restoration, taking into account the amount of insurance proceeds Mortgagee has received, and Mortgagee shall hold in trust and shall disburse as hereinafter provided such amount Mortgagor has deposited. If Mortgagor shall fail to deposit the estimated amount necessary to complete Restoration as aforesaid, or if Mortgagor otherwise shall fail to comply with the requirements of Paragraph 3D(3), then at its option Mortgagee shall have the right immediately to apply all insurance proceeds it has received to the indebtedness secured hereby.

(c) Subject and subordinate to the rights of the First Mortgagee, if the insurance proceeds Mortgagee has received are estimated to be sufficient to pay for the Restoration or if such proceeds are insufficient and Mortgagor has deposited with Mortgagee any additional amount necessary for such purpose, and if Mortgagor otherwise has complied with the requirements of Paragraph 3D(3), then, upon the written request of Mortgagor, Mortgagee shall pay out from time to time, but not more frequently than monthly, as Restoration progresses, eighty five percent (85%) of the cost of such Restoration work which has been completed. Notwithstanding the above, Mortgagee shall not be obligated to pay out any amounts until and unless any further requirements Mortgagee may reasonably require have been satisfied, including without limitation, the receipt of appropriate contractor and subcontractor sworn statements, architect

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certificates and lien waivers and such other evidences of cost and of payment, and such other assurances, as Mortgagee may require, including without limitation, the following:

(i) A certificate signed by an officer of Mortgagor or by such other person as is acceptable to Mortgagee, and by the architect or engineer in charge of Restoration who shall be selected by Mortgagor, subject to the approval of Mortgagee and dated not more than thirty (30) days prior to such request, setting forth the following:

(A) That either Mortgagor has paid the sum then requested, or such sum is justly due to contractors, subcontractors, material suppliers, engineers, architects, or other persons who have rendered services or furnished materials for the Restoration work therein specified; the names and addresses of such persons; a brief description of such services and materials; the amounts so paid or due to each of such persons in respect thereof; that no part of such expenditures has been or is being made the basis of any previous or then pending request for the withdrawal of the insurance proceeds; and that the sum then requested does not exceed the value of the services and materials described in such certificate; and

(B) That the cost (as estimated by the person signing such certificate) of Restoration required to be done subsequent to the date of such certificate in order to complete the Restoration does not exceed the moneys held for the purpose of the Restoration and remaining in the hands of Mortgagee after the payment of the sum requested in such certificate; and

(ii) A written opinion of counsel or other evidence satisfactory to Mortgagee:

(A) that there has not been filed with respect to the insurance proceeds which Mortgagee is then holding on the Mortgaged Premises any vendor's, mechanic's, laborer's, materialman's, or other lien which has not been discharged of record except such as will be discharged by payment of the amount then requested, and

(B) that no one has the right to file any such lien.

(4) Mortgagee shall not be obligated to pay any interest on account of any insurance proceeds Mortgagee is holding.

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(5) Upon completion of the Restoration and upon the written request of Mortgagor (to the extent Mortgagee holds on deposit any money for Restoration), Mortgagee shall pay the difference between the cost of the Restoration which has been completed and the amounts paid out to date provided that all of Mortgagee's requirements have been satisfied, including without limitation the requirements and assurances described in Paragraph 3D(3)(C) above.

(6) Upon completion of the Restoration, Mortgagee shall refund to Mortgagor any funds which Mortgagee has deposited which are not required to pay for such Restoration, and Mortgagee shall apply any insurance proceeds which Mortgagee has received which are not required to pay for such Restoration, to installments of the indebtedness secured hereby, in inverse order of maturity.

E. Nothing contained in this Paragraph 3 shall be deemed to excuse Mortgagor from restoring all damage or destruction to the Mortgaged Premises regardless of whether there are insurance proceeds adequate for such purposes.

4. MAINTENANCE; REPAIRS; COMPLIANCE WITH LAW; USE.

A. MAINTENANCE; REPAIRS. Mortgagor shall keep and maintain the Improvements, Equipment, and Landscaping in good order, repair and condition and as and when the same shall become necessary, shall make all restorations (structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen) necessary or appropriate therefor. Without limiting the generality of the foregoing, Mortgagor shall suffer or commit no waste to the Mortgaged Premises. All restorations required of Mortgagor shall be of first-class quality and shall in all respects be in compliance with all matters provided in Paragraph 4C. As to all restorations costing in excess of \$25,000, Mortgagor shall comply with the provisions of Paragraph 3D(3) hereof. Mortgagor will not cause, suffer or permit the construction of any buildings, structures or improvements on the Mortgaged Premises or alterations thereto or removal or demolition thereof, or to or of any existing Improvements, Landscaping or Equipment, without the prior written consent of Mortgagee to the proposed action as well as to the plans and specifications, contractors, architects and other matters Mortgagee requires. Notwithstanding the above, without Mortgagee's prior written consent, Mortgagor may remove any Equipment for purposes of replacement in the ordinary course of business with items of equal quality and utility. Without the prior written consent of Mortgagee, Mortgagor shall not reduce, build upon, obstruct, redesignate or relocate any parking areas, sidewalks, streets, driveways, or paved areas or rights of way, or lease or grant any rights and use of the same to any other person or entity except tenants.

B. USE. Without the prior written consent of Mortgagee, Mortgagor will not (a) make or suffer any use of the Mortgaged Premises for any purpose other than that for which the same are now used or intended to be used, (b) acquire by purchase, lease or agreement, any equipment to be placed on the Mortgaged Premises if title to such equipment is reserved in the vendor or lessor thereof (c) make or suffer any change in the general nature of the

occupancy of the Mortgaged Premises or (d) initiate, acquiesce in, permit or suffer any zoning reclassification with respect to the Mortgaged Premises.

C. COMPLIANCE WITH LAWS. Mortgagor promptly shall comply with and observe all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities, and promptly shall comply with and observe all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions, with respect to the Mortgaged Premises or the use, occupancy or possession thereof.

5. SALE, ASSIGNMENT, FURTHER ENCUMBRANCE OR OTHER LIENS AND CHARGES.

A. SALE; ASSIGNMENT. It shall be an immediate Event of Default without notice if, without the prior written consent of Mortgagee, any one or more of the following shall occur:

(1) If Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Premises or any part thereof, or interest therein;

(2) If Mortgagor is a trustee, if any beneficiary of Mortgagor shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor or any part thereof;

(3) If Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee mortgagor or a general partner of a beneficiary of a trustee mortgagor, then if any shareholder of any such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation; provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then, absent a change in control of such corporation, this Subparagraph SA(3) shall be inapplicable;

(4) If Mortgagor is a partnership, or if any beneficiary (or general partner of any beneficiary) of a trustee mortgagor is a partnership, then if any partner in any such partnership shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of such partner's partnership interest except for the sale, transfer or assignment of the beneficial interest of limited partnership interest, provided, Hersch M. Klaff or any entity controlled by Hersch M. Klaff continues to be the general partner of the limited partnership and continues to maintain at least a 1% interest in said limited partnership;

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in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Paragraph 5A shall not apply (i) to liens securing the indebtedness secured hereby, (ii) to the lien of current taxes or assessments not yet due and payable, and (iii) to any transfers of the Mortgaged Premises, or part thereof, or interest therein, or any beneficial interest, or shares of stock or partnership interest, as the case may be, in Mortgagor or any beneficiary (or general partner of any beneficiary) of a trustee mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives or committee. The provisions of this Paragraph 5A shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Mortgaged Premises, or such beneficial interest in, shares of stock of, or partnership interest in, Mortgagor or any beneficiary (or general partner of any beneficiary) of a trustee mortgagor.

B. PRIORITY OF LIEN; OTHER LIENS AND CHARGES. This Mortgage is and shall be a valid second mortgage lien on the Mortgaged Premises and Mortgagor shall not create, suffer or permit to be created, or encumber the Mortgaged Premises with, any lien, security interest, encumbrance or charge prior to or upon a parity with this Mortgage, except for the lien of current general taxes and special assessments, if any, duly levied and assessed but not yet due and payable and except for that certain Mortgage dated April 11, 1986 made by Mortgagor in favor of St. Paul Life Insurance Company and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. _____ ("First Mortgage") which secures that certain promissory note dated April 11, 1986 made by Mortgagor in the principal sum of \$1,525,000.00. Mortgagor shall keep and maintain the Mortgaged Premises free from all liens or claims for lien of persons supplying labor and materials for the construction, modification, repair, restoration or maintenance of the Mortgaged Premises. If any such liens for labor or materials shall be filed against the Mortgaged Premises, Mortgagor shall discharge the same of record by payment and satisfaction in full (or cause same to be bonded or insured over by a bonding company or title insurer satisfactory to Mortgagee) within thirty (30) days after the date of filing thereof.

6. CONDEMNATION. Mortgagor shall give to Mortgagee prompt notice of any proceedings, instituted or threatened seeking condemnation or taking by eminent domain or any like process (herein generally called a "Taking"), of all or any part of the Mortgaged Premises, including damages to grade, and:

A. Subject and subordinate to the rights of First Mortgagee, Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or other payment (herein generally called an "Award") consequent upon any Taking;

B. Subject and subordinate to the rights of First Mortgagee, if in the reasonable judgment of Mortgagee the Premises can be restored to an architectural and economic

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unit of the same character and not less valuable than the Mortgaged Premises prior to such Taking and adequately securing the indebtedness secured hereby, then if no Event of Default, or event which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, shall have occurred and be continuing, the Award shall be applied to reimburse Mortgagor for the cost of Restoration of the portion of the Mortgaged Premises remaining after such Taking, as provided in Paragraphs 3D(1), (2) and (3) hereof;

C. If in the reasonable judgment of Mortgagee the Mortgaged Premises cannot be restored to an architectural and economic unit as provided in Paragraph 6B above, or if an Event of Default or event which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, shall have occurred and be continuing, then at any time from and after the Taking, upon thirty (30) days written notice to Mortgagor, Mortgagee may declare the indebtedness secured hereby to be, and at the expiration of such thirty (30) day period the indebtedness secured hereby shall be and become immediately due and payable;

D. Subject and subordinate to the rights of First Mortgagee and except as provided in Paragraph 6B, Mortgagor shall apply any Award (including the amount not required for Restoration effected in accordance with Paragraph 6B above) to installments of the indebtedness secured hereby in reverse order of maturity; provided that no premium or penalty shall be payable in connection with any prepayment of the indebtedness secured hereby made out of any Award as aforesaid;

E. If any Award shall be made available to Mortgagor for Restoration of the portion of the Mortgaged Premises remaining after a Taking, then notwithstanding the adequacy or sufficiency of the Award therefor, Mortgagor shall restore the remaining portion of the Mortgaged Premises to at least equal value and of substantially the same character as prior to such Taking;

F. No interest shall be payable by Mortgagee on account of any Award at any time held by Mortgagee.

7. **ACTIONS AND NOTICES.** If any action or proceeding shall be instituted to evict Mortgagor or recover possession of the Mortgaged Premises or any notice, petition or other pleading or paper relating to such action or proceeding is served by or on Mortgagor, then immediately upon service thereof or by Mortgagor, Mortgagor shall deliver to Mortgagee a true copy thereof.

8. **EVENTS OF DEFAULT.** Each of the following events shall constitute an Event of Default hereunder:

A. Failure to pay when due (whether by lapse of time, acceleration, or otherwise) any payment required pursuant to the Note or any payment of any other indebtedness secured hereby and any applicable cure period specified in the Note shall have elapsed;

B. If Mortgagor shall fail to perform or observe any agreement, obligation, term, provision or condition to be performed or observed by Mortgagor under any Major Lease (hereinafter defined as the following Leases or successor Leases of the spaces now occupied by these tenants:

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Sports Arena, Inc., Record Town, Inc., Moradi International, Rolf's Patisserie, Lakeview Prescription Laboratory, Inc. and Petrie (Whitney) Stores) which failure would give any party thereto the right to terminate or cancel such Major Lease or make monetary advances and offset the same against future rentals.

C. The occurrence of any event expressly identified in this Mortgage as an Event of Default;

D. The occurrence of any event expressly identified as an Event of Default in that certain junior assignment of leases and rents of even date herewith ("Junior Assignment of Leases and Rents") made by Mortgagor in favor of Mortgagee and recorded in the office of the Recorder of Deeds, Cook County, Illinois as Document No. _____

E. The occurrence of any event expressly identified in the First Mortgage as an Event of Default;

F. The occurrence of any event expressly identified as an Event of Default under any documents executed and delivered in connection with the First Mortgage;

G. If Mortgagor shall fail to maintain or deliver insurance required to be maintained and delivered hereunder;

H. If a lien for the performance of work or the supply of materials, fixtures or articles be filed against the Mortgaged Premises and remain filed and not fully satisfied and released (or bonded or insured over by a bonding company or title insurer satisfactory to Mortgagee) for a period of thirty (30) days after the date of filing thereof;

I. If the Mortgaged Premises shall be abandoned;

J. If any representation or warranty made by Mortgagor herein or in any other writing at any time furnished by Mortgagor shall be incorrect or untrue when made;

K. If Mortgagor shall: (i) file a voluntary petition in bankruptcy; (ii) be adjudicated a bankrupt or insolvent; (iii) file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal, state or other bankruptcy act or any other present or future applicable federal, state or other statute or law; (iv) seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or the Mortgaged Premises; or (v) make any assignment for the benefit of creditors or admit in writing its insolvency or inability to pay its debts generally as they become due (for purposes of this Paragraph K, "Mortgagor" shall include any guarantor of the Note, any beneficiary of Mortgagor, and any partner or controlling shareholder of Mortgagor or any such beneficiary or guarantor);

L. If within sixty (60) days after the commencement of any proceeding against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal, state or other bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been

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dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Mortgagor or the Mortgaged Premises, such appointment shall not have been vacated or stayed on appeal, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated (for purposes of this Paragraph 8L, "Mortgagor" shall include any guarantor of the Note, any beneficiary of Mortgagor, and any partner or controlling shareholder of Mortgagor or any such beneficiary or guarantor);

M. If Mortgagor shall fail duly and punctually to perform or observe any other covenant, agreement or provision of this Mortgage to be performed or observed by Mortgagor and not constituting an event identified under Paragraphs 8A through 8L above and such failure shall continue for a period of thirty (30) days after notice thereof to Mortgagee.

If any one or more Events of Default shall occur, then Mortgagee shall have the right, but not the obligation, and without notice, to exercise any one or more of the following rights and remedies, at any time and from time to time, singularly, successively or together, as Mortgagee in its sole discretion from time to time may determine:

(a) ACCELERATION. Mortgagee may declare all indebtedness secured hereby, including without limitation, the whole of the principal amount remaining unpaid on the Note, together with all interest accrued thereon, immediately due and payable, whereupon all of the foregoing may be recovered at once, whether or not Mortgagor shall thereafter remedy such Event of Default.

(b) FORECLOSURE. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder by (i) any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, and/or (ii) the foreclosure of this Mortgage as provided in Paragraph 10 hereof.

(c) APPOINTMENT OF RECEIVER. As a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, and without regard to the solvency or insolvency of Mortgagor or its beneficiaries or the then value of the Mortgaged Premises or whether the Mortgaged Premises are occupied or unoccupied, Mortgagee shall be entitled to have a receiver appointed of the Mortgaged Premises or any portion thereof and the rents, issues and profits thereof, as provided in Paragraph 12 hereof, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment.

(d) TAKING POSSESSION, COLLECTING RENTS. Mortgagee may cure any failures of Mortgagor, take possession of the Mortgaged Premises, and collect the avails, rents, issues and profits of the Mortgaged Premises, all as provided in Paragraph 9 hereof.

(e) UNIFORM COMMERCIAL CODE. Mortgagee may exercise any one or more of the rights, powers and remedies provided in Paragraph 29 hereof.

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(f) OTHER RIGHTS PROVIDED BY DOCUMENTS. Mortgagee may exercise any other rights, powers and remedies provided by of this Mortgage, the Note or the Additional Collateral, as defined in the Note.

(g) OTHER RIGHTS PROVIDED BY LAW OR IN EQUITY. Mortgagee may exercise any other rights, powers and remedies provided by law or at equity.

9. MORTGAGEE MAY CURE DEFAULTS OF MORTGAGOR; MORTGAGEE MAY TAKE POSSESSION OF THE MORTGAGED PREMISES; LIMITATION WITH RESPECT TO LEASES. Without limiting any other provisions of this Mortgage,

A. CURE; POSSESSION. Subject and subordinate to the rights of First Mortgagee, if Mortgagor shall fail to pay any Impositions described in Paragraph 2 hereof or to make any other payment required pursuant to this Mortgage, at the time and in the manner provided in this Mortgage, or if Mortgagor shall fail to perform or observe any other covenant, agreement or provision required to be performed or observed pursuant to this Mortgage or pursuant to any Lease or other agreement, then, without limiting the generality of any other provision of this Mortgage, and without waiving or releasing Mortgagor from any of its covenants, agreements and obligations hereunder, Mortgagee shall have the right, but shall be under no obligation, to (a) pay any such imposition (including without limitation, any penalties or interest thereon) or make any other such payment and (b) perform any other act or take such action as may be appropriate to cause such Lease or other agreement, covenant, obligation, term, provision or condition to be promptly performed or observed on behalf of Mortgagor. If an Event of Default or any event which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing, then Mortgagee and any person Mortgagee may designate shall have the right to enter upon and take possession of the Mortgaged Premises, or any part thereof, at any time and from time to time for the purpose of performing any such act or taking any such action whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, then upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of all or any part of the Mortgaged Premises, personally or by its agent or attorneys, as for condition broken, and Mortgagee, in its discretion, may enter upon and take and maintain possession of the Mortgaged Premises, together with all documents, books, records, papers, and accounts of Mortgagor relating thereto, and may exclude Mortgagor, its agents, or servants, wholly therefrom, and, as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, may take any one or more of the following actions: (i) hold, operate, manage, and control the Mortgaged Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as it in its discretion may deem proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Premises, including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, and Mortgagor hereby grants to Mortgagee full power and authority to exercise each and every

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of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor; (ii) cancel or terminate any Leases or other agreements; (iii) extend or modify any then existing Leases or other agreements, and make new leases and other agreements, which extensions, modifications and new leases and other agreements may provide for terms to expire, or for options to lessees and third parties to extend or renew, beyond the maturity date of the indebtedness secured hereby or the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale; any such leases and agreements, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Premises are subject to the lien hereof and shall be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (iv) make all necessary or proper repairs, decorating, replacements, alterations, additions, betterments, and improvements to the Mortgaged Premises as to Mortgagee may seem judicious, (v) insure the Mortgaged Premises and all risks incidental to Mortgagee's possession, operation and management thereof and (vi) receive all avails, rents, issues, and profits. All sums which Mortgagee expends in connection with the exercise by Mortgagee of any or all of its rights and remedies pursuant to this Paragraph 9, including without limitation attorneys fees and disbursements, shall become immediately due and payable by Mortgagor (without notice) with interest at the Default Interest Rate as defined in the Note until paid, and shall be secured by this Mortgage and constitute part of the indebtedness secured hereby.

B. AVAILS. Any avails, rents, issues and profits of the Mortgaged Premises which Mortgagee receives after taking possession of the Mortgaged Premises, or pursuant to any assignment thereof to Mortgagee pursuant to the provisions of this Mortgage, shall be applied in payment of or on account of the following, in such order as Mortgagee may determine:

(1) to the payment of the operating expenses of the Mortgaged Premises, including reasonable compensation to Mortgagee and its agent or agents, if management of the Mortgaged Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums for insurance hereinabove authorized;

(2) to the payment of Impositions now due or which may hereafter become due on the Mortgaged Premises, or which may become a lien prior to the lien of this Mortgage;

(3) to the payment of all repairs, decorating, replacements, alterations, additions, and improvements of the Mortgaged Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Mortgaged Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable;

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(4) to the payment of any indebtedness secured hereby, or any deficiency which may result from any foreclosure sale, applying same first to accrued and unpaid interest and then to payments or installments of principal in the inverse order of their maturity;

Any overplus or remaining funds and other sums shall be paid to Mortgagor, its successors or assigns, as their rights may appear.

C. LEASES. Mortgagor shall not amend, cancel, abridge, terminate or otherwise modify (or permit or suffer the amendment, cancellation, abridgement termination or modification of) any existing or future Lease of the Mortgaged Premises, or any portion thereof, or enter into (or permit or suffer the entry into of) any new Lease, Lease renewal or extension or accept (or permit or suffer the acceptance of) any prepayment of rent or installments of rent for more than one (1) month in advance without the express prior written consent of Mortgagee in each and every instance, and any such act, permission or sufferance without such consent shall be null and void; provided, however, that Mortgagor may, without Mortgagee's prior written consent, amend, cancel, renew or extend a lease relating to the Premises if: (i) the annual gross rental pursuant to said lease is greater than or equal to the annual gross rental paid pursuant to the prior Lease of that particular space and (ii) the form of such lease is approved by Mortgagee prior to its execution. From time to time upon request of Mortgagee, Mortgagor shall furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by the beneficiary of Mortgagor, of all Leases relating to the Mortgaged Premises and the status of each such Lease and, on demand of Mortgagee, Mortgagor will furnish to Mortgagee executed counterparts of any and all such Leases.

10. FORECLOSURE; FEES AND EXPENSES; DISTRIBUTION OF PROCEEDS OF FORECLOSURE SALE.

A. Upon the occurrence of an Event of Default hereunder, Mortgagee shall have the right to foreclose the lien hereof for the indebtedness secured hereby, or any part thereof. Without limiting any other provisions of this Mortgage, if Mortgagee shall incur or expend any sums, including without limitation reasonable attorneys' fees, whether or not in connection with any action or proceeding, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Mortgagee's rights hereunder, or to recover any indebtedness secured hereby, all such sums shall become immediately due and payable by Mortgagor with interest thereon as described in Paragraph 11 hereof. All such sums shall be secured by this Mortgage and shall be a lien on the Mortgaged Premises prior to any right, title, interest, or claim, in, to or upon the Mortgaged Premises attaching or accruing subsequent to the lien of this Mortgage. Without limiting of the generality of the foregoing, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of Mortgagee or any holder or holders of the Note (plus interest thereof at the Default Interest Rate, as defined in the Note, from the date of such expense) for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and

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expert evidence, costs for preservation of the Mortgaged Premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Premises or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale.

B. DISTRIBUTION OF PROCEEDS OF FORECLOSURE SALE. Subject and subordinate to the rights of the First Mortgagee, the proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure or other proceedings; second, to all other items (other than principal and interest on the Note) which, under the terms hereof, constitute indebtedness secured hereby in addition to that evidenced by the Note, with interest on such items as herein provided; third, to interest remaining unpaid upon the Note; fourth, to the principal remaining unpaid upon the Note; fifth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

C. INSURANCE UPON FORECLOSURE. Subject and subordinate to the rights of the First Mortgagee, if an insured loss after foreclosure proceedings have been instituted shall occur, the proceeds of any insurance policy or policies, if not applied to rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings and the balance, if any, shall be paid as the court may direct. If foreclosure of this Mortgage shall occur, the court, in its decree, may provide that Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each casualty insurance policy making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that if one or more redemptions under said decree shall occur, pursuant to the statutes in each such case made and provided, then in every such case, each and every successive redeemer may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. Upon any foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

11. INTEREST ON ADVANCES. If Mortgagee makes any advances hereunder other than advances of principal evidenced by the Note, the amounts so advanced shall become due and payable immediately with interest at the Default Interest Rate, as defined in the Note.

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12. APPOINTMENT OF RECEIVER. Upon or at any time after the filing of a suit or bill to foreclose this Mortgage, or as otherwise provided by Paragraph 8 hereof, Mortgagee may make application for, and the court in which such suit or bill is filed may appoint, a receiver of the Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver 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 Mortgaged Premises, or whether the same shall then be occupied as a home-stead, and Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, sales proceeds, issues, profits and proceeds of the Mortgaged 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, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are used in such cases for the protection, possession, control, management and operation of the Mortgaged Premises during the whole of said period. From time to time the court may authorize the receiver to apply the net income in his hands in payment in whole or in part to (a) the indebtedness secured hereby or as provided in any decree foreclosing this Mortgage, or to any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to such decree, provided such application is made prior to the foreclosure sale or (b) the deficiency in case of a sale and deficiency.

13. RECORDED INSTRUMENTS. Mortgagor shall promptly perform and observe all of the agreements, obligations, terms, provisions and conditions of all instruments of record affecting the Mortgaged Premises, noncompliance with which might affect the security of this Mortgage or impose any duty or obligation upon Mortgagor or upon any owner, lessee or occupant of the Mortgaged Premises, or any part thereof, and Mortgagor shall do all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Premises.

14. STATEMENTS AND RECORDS. Mortgagor shall keep proper books and records with respect to the Mortgaged Premises and operations thereof in accordance with generally accepted accounting principles consistently applied. Mortgagee shall have the right to examine said books and records at such reasonable times and intervals as Mortgagee may elect. Mortgagor shall furnish to Mortgagee within ninety (90) days after the end of each calendar year a statement of income, expense and surplus for such calendar year with respect to the Mortgaged Premises and the operations thereof, certified by the Mortgagor and in such form, substance and execution as Mortgagee may reasonably require.

15. CHARGES. Mortgagor promptly shall pay and discharge all license and permit fees or similar charges, with penalties and interest thereon, which may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Mortgaged Premises.

16. MORTGAGEE'S EXERCISE OF RIGHTS AND REMEDIES; WAIVER. If Mortgagee (a) grants any extension of time or forbearance with respect to the payment of any of the indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted

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herein or under the Note or the Additional Collateral, as defined in the Note; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the indebtedness secured hereby; (e) in any respect amends or modifies with the consent of Mortgagor any of the agreements, obligations, terms, provisions and conditions hereof or of the Note or the Additional Collateral, as defined in the Note; (f) consents to the filing of any map, plat, replat or condominium declaration affecting all or any part of the Mortgaged Premises; (g) consents to the granting of any easement or other right affecting all or any part of the Mortgaged Premises; or (h) makes or consents to any agreement subordinating the lien hereof, then and in any such event, such act or omission to act shall not release, discharge, modify, change or affect (except to the extent of changes referred to in clause (e) above) the liability under the Note, this Mortgage or the Additional Collateral, as defined in the Note, or any guaranty, and any such act or omission to act shall not release Mortgagor, or any co-makers, sureties, or guarantors, of this Mortgage or of the Note or the Additional Collateral as defined in the Note, or of any guaranty, under any agreement, obligation, term, provision or condition of this Mortgage or of the Note or the Additional Collateral, as defined in the Note, or of any guaranty, nor preclude Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted upon the occurrence of an Event of Default or otherwise, and any such act or omission to act shall not in any way impair or affect the lien or priority of this Mortgage. No right or remedy of Mortgagee shall be exclusive of, but shall be in addition to, every other right or remedy now or hereafter existing at law or in equity. No delay in exercising, or omission to exercise, any right or remedy accruing on any failure or Event of Default shall impair any such right or remedy, or shall be construed to be a waiver of any such right or remedy, or acquiescence in such failure or Event of Default, nor shall it affect any subsequent failure or Event of Default of the same or a different nature. The rights and remedies of Mortgagee arising under the agreements, obligations, terms, provisions and conditions contained in this Mortgage, the Note and the Additional Collateral, as defined in the Note, and each of them, shall be separate, distinct and cumulative and none of them shall be in exclusion of the others and no act of Mortgagee shall be construed as an election to proceed under any of the provisions herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding, and every such right or remedy may be exercised concurrently or independently, and when and as often as Mortgagee in its sole discretion may determine. A waiver in one or more instances of any of the agreements, obligations, terms, provisions or conditions hereof or of the Note or the Additional Collateral as defined in the Note, or any guaranty, or any of them, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the agreements, obligations, terms, provisions and conditions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect.

17. EFFECTS OF CHANGES IN LAWS REGARDING TAXATION. If there shall occur after the date of this Mortgage the passage of any statute, ordinance or court decree deducting or having the effect of deducting from the value of real property for purposes of taxation any lien thereon, or otherwise, or imposing any lien thereon, or changing in any way the laws in force for the taxation of mortgages or debts secured thereby, for federal, state or local purposes, or the manner of the collections of any such taxes, or imposing upon Mortgagee the payment

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of the whole or any part of the impositions or liens herein required to be paid by Mortgagor so as to affect this Mortgage, or the indebtedness secured hereby, or the interest of Mortgagee hereunder, then upon demand of Mortgagee, Mortgagor shall pay same and if Mortgagor shall fail to so pay same such failure shall be an Event of Default.

18. **RELEASE AND WAIVER OF HOMESTEAD AND EQUITY OF REDEMPTION; WAIVER OF MARSHALLING.** Mortgagor will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained or pursuant to decree, judgment or order of any court of competent jurisdiction, or after such sale or sales or exercise any rights under any statute now or hereafter in force to redeem all or any part of the property so sold; and Mortgagor hereby waives the benefit of any such laws. Mortgagor hereby expressly releases and waives any and all rights it may have pursuant to the homestead exemption laws of the State of Illinois, all rights to retain possession of the Mortgaged Premises after an Event of Default, and any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any sale or statute or order, decree, or judgment of any court, on behalf of itself, the trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Mortgaged Premises, or beneficial interest in Mortgagor, or any portion thereof subsequent to the date hereof, except decree and judgment creditors of Mortgagor. Mortgagor will not hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, or invoke or utilize any law or laws which will accomplish same, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted. Further, Mortgagor waives any and all rights to have the Mortgaged Premises or the estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety or, with the permission of Mortgagee, in separate parcels. If Mortgagor is a trustee, Mortgagor represents that it has been and is authorized and empowered by the trust instruments and by all necessary persons to execute the foregoing waivers and releases.

19. **USE OF PROCEEDS.** Mortgagor represents and agrees that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in Paragraph 6404(1)(c) of Chapter 17 of the Illinois Revised Statutes, and the principal obligation secured hereby constitutes a business loan which comes within the purview of said Paragraph 6404(1)(c).

20. **UTILITIES.** Mortgagor shall pay promptly when due, all charges for utilities or services, including but not limited to electricity, gas, water and sewer. If Mortgagor fails to pay promptly all such charges, at its option, Mortgagee may pay same and any amounts which Mortgagee so pays shall become immediately due and payable by Mortgagor with interest as described in Paragraph 11 hereof.

21. **TIME OF ESSENCE.** Time is of the essence of this Mortgage and of the performance by Mortgagor of its obligations hereunder.

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22. **INVALIDITY.** Nothing herein or in the Note contained nor any transaction related thereto shall be construed or shall so operate, either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is at any time lawful in such case to contract for but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagor to make any payment or do any act contrary to law. Any provision or provisions of this Mortgage which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Mortgage, shall be of no force or effect, and each and all of the remaining provisions of this Mortgage shall remain and be fully effective according to the tenor of this Mortgage the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Mortgage. If it should be held that the interest payable under the Note or otherwise is in excess of the maximum permitted by law, the interest chargeable thereunder (whether included in the face amount or otherwise) shall be reduced to the maximum amount permitted by law, and any excess of the said maximum amount permitted by law shall be cancelled automatically and, at the option of Mortgagee, if heretofore or thereafter paid, shall be either refunded to the maker or credited to the principal balance of the Note and applied to the payment of installments of principal of the indebtedness secured hereby in reverse order of maturity.

23. **IMPAIRMENT OF SECURITY.** Without limiting any other provision of this Mortgage, Mortgagor shall not assign or permit the assignment, in whole or in part, of the rents, income, profit or contract rights of sales or other proceeds arising from the Mortgaged Premises without the prior written consent of Mortgagee; any such assignment made without Mortgagee's prior written consent shall be null and void and of no force and effect and at the option of Mortgagee and without notice the making thereof constitute an Event of Default under this Mortgage. Without limiting the foregoing, Mortgagee shall not in any other manner impair the security of this Mortgage for the payment of the indebtedness secured hereby; at the option of Mortgagee, any such impairment shall constitute an Event of Default.

24. **NO MERGER.** The parties hereto intend that this Mortgage and the lien hereof not merge into the fee simple title to the Mortgaged Premises; should Mortgagee acquire any additional or other interest in or to the Mortgaged Premises or the ownership thereof, then, unless a contrary intent is expressly manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge into the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

25. **WAIVER OF DEFENSE.** No action for the enforcement of the lien hereof or of any provision hereof shall be subject to any defense which would not be good and valid to the party interposing same in an action at law upon the Note.

26. **SALE OF SEPARATE PARCELS.** The right is hereby reserved by Mortgagee from time to time to make partial release or releases of part or parts of the Mortgaged Premises without notice to, or the consent, approval or agreement of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity or the priority of this Mortgage on the portion of the Mortgaged Premises not so released, nor release the personal liability (if any) of Mortgagor nor of any guarantors for the indebtedness secured hereby.

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27. **INSPECTION OF MORTGAGED PREMISES.** Mortgagor shall permit Mortgagee or its agents to inspect the Mortgaged Premises from time to time at all business hours and as frequently as Mortgagee considers reasonable.

28. **SUBROGATION.** If all or any part of the proceeds of the loan made by Mortgagee to Mortgagor, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay, discharge or satisfy, in whole or in part, any prior or junior lien or encumbrance upon the Mortgaged Premises, or any part thereof, then Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

29. **UNIFORM COMMERCIAL CODE.** Without limiting any other provision of this Mortgage, this Mortgage constitutes a Security Agreement pursuant to the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to any part of the Mortgaged Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate owned by Mortgagor or any beneficiary thereof (all for the purposes of this Paragraph 29 called "Collateral"); Mortgagor hereby grants to Mortgagee a security interest in the Collateral; All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Premises. Subject and subordinate to the rights of the First Mortgagee, the following provisions of this Paragraph 29 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

A. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.

B. The Collateral is to be used by Mortgagor solely for business purposes, being installed upon the Mortgaged Premises for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Mortgaged Premises.

C. The only persons having any interest in the Collateral are Mortgagor and its beneficiaries, Mortgagee, permitted tenants and users thereof.

D. No financing statements encumbering any of the Collateral or any proceeds thereof are on file in any public office except pursuant hereto. At its own cost and expense, upon demand, Mortgagor shall furnish to Mortgagee such further information and shall execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as at any time or from time to time Mortgagee reasonably may request or as may be necessary or appropriate to establish and maintain a perfected second security interest in the Collateral as security for the indebtedness secured hereby, subject to no adverse liens or encumbrances. Mortgagor shall pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever Mortgagee deems filing or recording to be necessary or desirable.

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E. Upon the occurrence of any Event of Default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter, at its option, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale until disposed of, or may propose to retain the Collateral in satisfaction of Mortgagor's obligations, as provided in the Code. Without removal, Mortgagee may render the Collateral unusable and dispose of the Collateral on the Mortgaged Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place which Mortgagee designates which is reasonably convenient to both parties. Mortgagee shall give Mortgagor at least ten (10) business days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by registered or certified mail, postage prepaid, to the address of Mortgagor shown in Paragraph 303 hereof at least ten (10) business days before the time of the sale or disposition. Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Real Estate of which the Mortgaged Premises are a part. The Collateral and Real Estate may be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the indebtedness secured hereby. Mortgagee shall account to Mortgagor for any surplus realized on such disposition.

F. The remedies of Mortgagee hereunder are cumulative; the exercise of any one or more of the remedies provided herein or pursuant to the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the indebtedness secured hereby remains unsatisfied.

G. Unless the context otherwise requires, the terms and provisions contained in this paragraph shall have the meanings and be construed as provided in the Code.

H. This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage which goods are or are to become fixtures relating to the Mortgaged Premises. The addresses of Mortgagor (Debtor) and Mortgagee

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(Secured Party) are set forth in Paragraph 30B hereof. This Mortgage is to be filed for record in the Office of the Recorder of Deeds of the county or counties in which the Mortgaged Premises are located. Mortgagor is the record owner of the Mortgaged Premises.

30. MISCELLANEOUS.

A. MODIFICATION. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

B. NOTICES. All notices, demands and requests given or required to be served by either party hereto to the other party shall be in writing. All such notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Mortgagor:

LaSalle National Bank, as Trustee
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Land Trust Department

with a copy to:

Neiman and Grais
175 N. Franklin Street
Suite 400
Chicago, Illinois 60603
Attention: David L. Shaw

and to:

Klaff Realty, Ltd.
25 E. Washington, Suite 1206
Chicago, Illinois 60602
Attn: Hersch M. Klaff

All notices, demands and requests by Mortgagor to Mortgagee shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Mortgagee:

Roy Schoenbrod
222 South Riverside Plaza, Suite 2750
Chicago, Illinois 60607

and to:

Leonard Shelton, as Trustee of the
F. G. Revocable Trust
319 Coral Way
Ft. Lauderdale, Florida 33301

with a copy to:

Alzheimer & Gray
333 West Wacker Drive
Suite 2600
Chicago, Illinois 60606
Attention: Barnet C. Engler, Esq

and a copy to:

Michael L. Trop, Esq.
700 S. E. 3rd Avenue
Ft. Lauderdale, Florida 33316

Notices, demands and requests given in the manner aforesaid shall be deemed delivered or served for all purposes

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hereunder at the time such notice, demand or request shall be delivered or on the date shown on the return receipt, as the case may be. Either party may change the place to which notices shall be given by notice as herein provided.

C. **DEFINITION OF TERMS.** As used in this instrument, unless the context shall otherwise clearly require, the term "Mortgagor" shall include the respective heirs, legal representatives, successors and assigns, as the case may be, of Mortgagor and all persons claiming by, through or under Mortgagor; the term "Mortgagee" shall include the legal representatives, successors and assigns of Mortgagee; the term "person" shall include any individual, partnership, corporation, trust, unincorporated association or government, or any agency or political subdivision thereof, or any two or more of the foregoing acting in concert; the singular shall include the plural, and the plural, the singular; the gender used shall include the other genders.

D. **FURTHER ASSURANCES.** Mortgagor shall do, execute, acknowledge and deliver or cause to be done all such further acts, conveyances, corrections to the Note and this Mortgage, security agreements, financing statements and assurances as Mortgagee reasonably shall require for accomplishing the purposes of this Mortgage.

E. **BINDING ON SUCCESSORS AND ASSIGNS.** Subject to and without limiting the provisions hereof restricting or limiting Mortgagor's rights of assignment and transfer, all of the agreements, obligations, terms, provisions and conditions herein set forth shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective legal representatives, successors and assigns.

F. **STAMP TAX.** If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagor or the Mortgaged Premises, any tax is used or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by such law.

G. **EFFECT OF EXTENSIONS OF TIME AND AMENDMENTS ON JUNIOR LIENS AND OTHERS.** Subject and subordinate to the rights of the First Mortgagee, if payment of the indebtedness secured hereby, or any part thereof, is extended or varied, or if any part of the security therefor or any guarantor thereof, is released, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse, if any, against all such persons is expressly reserved by Mortgagee notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Mortgaged Premises or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Additional Collateral, as defined in the Note, and to extend the maturity of the indebtedness secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

H. **MORTGAGEE IN POSSESSION.** Nothing herein contained shall be construed as constituting Mortgagee a

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mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises.

I. **APPLICABLE LAW.** This Mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this Mortgage.

J. **COVENANTS TO RUN WITH LAND.** All of the covenants hereof shall run with the land.

K. **ACKNOWLEDGMENT OF DEBT.** Mortgagor shall furnish from time to time within fifteen (15) days after Mortgagee's request, a written statement, duly acknowledged, of the amount due upon this Mortgage and stating whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

L. **MORTGAGEE'S RIGHT TO DEAL WITH TRANSFEREE.** If the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of the Mortgaged Premises shall occur, Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to said Mortgaged Premises, or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with the Mortgagor, without in any way releasing or discharging Mortgagor from Mortgagor's covenants and undertakings hereunder, specifically including Paragraph 5A hereof, and without Mortgagee waiving its rights to accelerate the Note or declare an Event of Default hereunder as set forth in said Paragraph 5A.

M. **CAPTIONS.** The captions and headings of various paragraphs are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

N. **CONSENTS.** Wherever Mortgagee's approval or consent is required or permitted hereunder, Mortgagee may grant or withhold such consent in its absolute discretion, unless otherwise expressly provided herein.

O. **JUNIOR MORTGAGE.** Notwithstanding anything herein to the contrary, this Mortgage is a second mortgage and is subject to and subordinate to the rights of the First Mortgage under the First Mortgage.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay to Mortgagee the indebtedness secured hereby, in the manner and at the time mentioned herein and in the Note and any and all other sums which may become payable hereunder, and shall timely keep and perform the agreements, obligations, terms, provisions and conditions hereof to be kept and performed, then this Mortgage and the estate hereby granted shall cease, determine, and be void, and this Mortgage shall thereupon be released by Mortgagee at the cost and expense of Mortgagor (all claims for statutory penalties, in case of Mortgagee's failure to release, being hereby waived).

THIS MORTGAGE is executed by Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee; nothing herein contained shall be construed as creating any liability of Trustee personally to perform any covenant either express or implied herein contained (and each of the provisions hereof shall constitute a condition and not a covenant or

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agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability if any, as concerns only such Trustee, being expressly waived by mortgagee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Mortgagor, not personally but as Trustee as aforesaid, has caused this Mortgage to be executed as of the day and year first above written.

LaSALLE NATIONAL BANK, as Trustee
under Trust Agreement dated
March 21, 1986 and known as Trust
No. 110940.

By: [Signature]
Title: Trustee

Attest:

By: [Signature]
Title: [Signature]

This Mortgage was prepared by Barnet C. Engler, 333 W. Wacker Drive, Suite 2600, Chicago, Illinois 60606.

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EXHIBIT "A"

LEGAL DESCRIPTION

That part of Lot 1 in Block 2 of out Lot "A" in Wrightwood, a subdivision in the Southwest quarter of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Commencing in the South line of Diversey Boulevard at a point 166 feet East of the intersection of the east line of North Clark Street with the south line of said Boulevard; thence South at right angles with the south line of said Boulevard 100 feet; thence West on a line parallel with and 100 feet south of the south line of said Boulevard to the east line of North Clark Street; Thence Northwesterly along the Northeasterly line of North Clark Street 100 feet or more to the intersection of the easterly line of Clark Street with the South line of said Boulevard; thence East along the south line of said Boulevard 166 feet to the place of beginning, in Cook County, Illinois.

PIN # 14-38-366-601

C/N/A 2739-47 N. Clark +
613-29 Diversey
Chicago, Ill

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DEPT-01 RECORDING -30- \$39.00
TALLI YEAR 3359 04/29/86 11:14:00
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Property of Cook County Clerk's Office