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Charles P. Carlson
Carlson and Hug
135 South LaSalle
Chicago, Illinois 60603

This instrument was prepared by:

Dated as of August 1, 1985

SECURING INDUSTRIAL REVENUE BOND
(NATION ENTERPRISES, INC. PROJECT)

INDENTURE OF TRUST

CAPITOL BANK AND TRUST OF CHICAGO
as Trustee

TO

CITY OF CHICAGO, ILLINOIS

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THIS INDENTURE OF TRUST, dated as of August 1, 1985, between CITY OF CHICAGO, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer") and CAPITOL BANK AND TRUST OF CHICAGO, as Trustee, a corporation duly organized and existing under the laws of the State of Illinois with its principal corporate trust office located at 4801 West Fullerton Avenue, Chicago, Illinois 60639 (the "Trustee");

RECITALS:

A. In furtherance of statutory powers and for a public purpose, the Issuer has entered into a Loan Agreement dated as of August 1, 1985 with Nation Enterprises, Inc., an Illinois corporation (the "Borrower") providing for the undertaking by the Issuer of the financing for the Borrower of facilities constituting an "industrial development project" within the meaning of the Enabling Ordinance, as defined in the Agreement, which facilities and their estimated costs are generally described or will be described in Exhibit A to the Agreement, and shall constitute the "Project", as defined in the Agreement. The Issuer has found that financing of the Project will further the public purposes of the Enabling Ordinance.

B. The Agreement provides that, in order to finance the Project, the Issuer will issue and sell its Industrial Revenue Bond (Nation Enterprises, Inc. Project) and that the Issuer will loan to the Borrower the proceeds received from the sale of the Bond pursuant to the Agreement in order that the Borrower may remodel and equip the Project for use as a commercial building and that the Borrower will pay pursuant to the Agreement and a promissory note issued thereunder an amount sufficient to pay in full the Bond issued by the Issuer.

C. The execution and delivery of this Indenture have been in all respects duly and validly authorized by resolution duly adopted by the Issuer.

D. In order to provide the funds needed for the remodeling and equipping of the Project, the Issuer has duly authorized the issuance and sale of the Bond in the principal amount of \$800,000.

E. The Bond will be secured by a pledge and assignment to the Trustee of the Agreement, the aforesaid promissory note of the Borrower and a mortgage and security agreement from the Borrower to the Issuer creating a mortgage on certain real property of the Borrower which is in parity with Mortgage and Security Agreement dated as of December 1, 1982 from the Borrower to the Issuer.

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F. In order to further secure the Bond, the Guarantors have guaranteed payment thereof to the Trustee.

G. The \$800,000 aggregate principal amount Bond will be issued in fully registered form and the Bond and the Trustee's certificate of authentication to be endorsed thereon are each to be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

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(Form of Bond)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

INDUSTRIAL REVENUE BOND
(NATION ENTERPRISES, INC. PROJECT)

\$800,000

No. R-1

KNOW ALL MEN BY THESE PRESENTS, the City of Chicago, Illinois (the "Issuer"), a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the source hereinafter provided) to Capitol Bank and Trust of Chicago or registered assigns, the principal sum of Eight Hundred Thousand Dollars (\$800,000) in 14 consecutive yearly principal installments of \$53,333.33 that become due December 1, 1986 and on the first day of each December thereafter to and including December 1, 1999 with a final payment \$53,333.38 on December 1, 2000 and bearing interest from the date hereof on the balance of principal remaining from time to time outstanding at a rate (computed on the basis of actual days elapsed in a 365-day year) equal to seventy percent (70%) of the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois and identified by it as its Prime Rate (hereinafter referred to as the "Prime Rate") as in effect from time to time. Interest shall be payable in arrears on the first day of each May and December commencing May 1, 1986 with a final payment on the date of the final payment of all principal. After a Determination of Taxability as defined in the hereinafter defined Loan Agreement, the interest rate per annum payable under this Bond shall be one and one-half percent (1½%) in excess of the Prime Rate as determined from time to time from the Taxable Date as defined in the hereinafter defined Indenture. Interest shall be payable on the basis of the year consisting of 365 days for the actual number of days elapsed. The interest so payable will be paid to the person in whose name this Bond is registered at the close of business on the applicable record date as provided in the Indenture next preceding such date. Principal and interest (except for the final installment of principal, which shall be payable at the principal corporate trust office of Capitol Bank and Trust of Chicago, in Chicago, Illinois (the "Trustee") shall be paid by check mailed to the address of the person entitled thereto as shown on the registration books maintained for the Issuer by the Trustee. Payment shall be made in any coin or currency of the United

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States of America which, at the time of payment, is legal tender for the payment of public and private debts. In the event there is any overdue principal and any overdue interest, the interest rate payable thereon shall be at a rate of 1% in excess of the Prime Rate, to the extent enforceable and if there is also a Determination of Taxability, the Borrower will pay interest on any overdue principal and to the extent permitted by law, on any overdue interest, at a rate of 1% in excess of the Prime Rate.

This Bond is the Bond (the "Bond") limited in principal amount to \$800,000 executed under an Indenture of Trust dated as of August 1, 1985 (the "Indenture") between the Issuer and the Trustee, to accomplish the public purposes of Chapter 15.2 of the Municipal Code of the City of Chicago, adopted by the governing body of the City of Chicago, Illinois on February 10, 1982, as from time to time supplemented and amended (the "Enabling Ordinance") by aiding in the financing of the remodeling of an existing building and the acquisition and installation of equipment for use therein (the "Project") owned by Nation Enterprises, Inc., an Illinois corporation (the "Borrower") and to be located entirely within the corporate boundaries of the Issuer. Proceeds from the sale of the Bond are to be loaned by the Issuer to the Borrower under the terms of a Loan Agreement dated as of August 1, 1985 (the "Agreement"). This Bond is issued in parity with and is equally and ratably secured with the City of Chicago, Illinois \$600,000 Industrial Revenue Bond (Nation Enterprises, Inc. Project) dated December 30, 1982, and issued under and secured by and entitled to the security of a pledge and assignment of the revenues and receipts derived by the Issuer pursuant to the Agreement and a pledge and assignment of a promissory note of the Borrower in the principal amount of \$800,000 dated as of the date of issuance (the "Note") delivered under the Agreement to evidence the Borrower's obligation to repay the loan of the proceeds of the Bond, and from any other moneys held by the Trustee under the Indenture for such purpose, and there shall be no other recourse against the Issuer or any property now or hereafter owned by it. The Note is secured by a Mortgage and Security Agreement dated as of August 1, 1985 from the Borrower to the Issuer (the "Mortgage") which is in parity with the Mortgage and Security Agreement dated as of December 1, 1982 from the Borrower to the Issuer, a Guaranty Agreement dated as of August 1, 1985 from Marshall Bauer and Margaret Z. Bauer. Except as otherwise specified in the Indenture, this Bond is entitled to the benefits of the Indenture, to which reference is made for a description of the rights of the holders of the Bond; the rights and obligations of the Issuer; the rights, duties and obligations of the Trustee; and the provisions relating to amendments to and modifications of the Indenture.

Upon the occurrence of an Event of Default, as defined in the Indenture, the Trustee may declare the principal of this Bond and the interest accrued thereon immediately due and payable.

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This Bond is transferable, as provided in the Indenture, by the registered owner hereof or his duly authorized attorney at the principal corporate trust office of the Trustee, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in form and with guaranty of signature satisfactory to the Issuer and the Trustee, and upon payment by the owner hereof of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond of the same maturity, interest rate and in the same principal amount will be issued to the transferee. Such transfer shall not be effective until a new fully registered Bond is issued and the transfer is noted upon the books of the Issuer kept for that purpose by the Trustee and such transfer is in compliance with all provisions of Section 103(j) of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder or proposed regulations published in the Federal Register. The Trustee has been appointed as Registrar for purposes of bond registration. The person in whose name this Bond is registered may be deemed the absolute owner hereof for all purposes by the Issuer and the Trustee, and any notice to the contrary shall not be binding upon the Issuer or the Trustee.

The Bond is issuable as one fully registered Bond in the principal denomination of \$800,000. Subject to the limitations and upon payment of the charges provided in the Indenture, the Bond may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations.

This Bond is subject to optional redemption on the principal installments of this Bond in whole or in part only in the prepayment prices (expressed as percentage of the unpaid principal balance) set forth below plus accrued interest to the prepayment date:

<u>If Prepaid During</u>	<u>Price</u>
December 1, 1987 to November 30, 1988	103%
December 1, 1988 to November 30, 1989	102%
December 1, 1989 and thereafter	100%

To exercise such option of prepayment, Borrower shall give written notice to the Issuer and the Trustee not less than five business days prior to the installment payment date which the Borrower on behalf of the Issuer shall designate as the prepayment date. Borrower, on behalf of the Issuer, shall prepay this Bond in whole or in part not less than two business days prior to the date fixed for the prepayment of this Bond and the payment required of the Borrower shall be the sum of the following:

- (1) An amount of money to be paid into the Bond Fund which, when added to the amount then on deposit in the Bond Fund, will be sufficient to retire and prepay the then outstanding entire principal amount of this Bond or the portion of the then outstanding principal amount of this

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Bond to be retired and prepaid (as the case may be) and the premium, if any, on the bond prepayment date fixed pursuant to Article VII of the Indenture, including without limitation: 100% of the principal amount of the Bond to be so prepaid and the premium, if any; all interest accrued and to accrue to the date of prepayment on the whole or portion of the Bond; and all reasonable expenses incurred or to be incurred in connection with the prepayment of the Note and the prepayment of the Bond; plus

(2) An amount of money equal to any fees payable to or expenses of the Trustee accrued and to accrue until such payment and prepayment of the Bond in whole or in part, as the case may be, including all reasonable expenses of prepayment; plus

(3) An amount of money sufficient to discharge all other liabilities of the Borrower accrued under this Agreement.

When this Bond shall be prepaid in full in accordance with Section 701 of the Indenture, the Bond shall be cancelled and returned to the Issuer.

The holder of this Bond shall have the right to have this Bond purchased by the Borrower or its designee in whole on December 1, 1990 or December 1, 1995 (the "Purchase Date") and at a purchase price equal to 100% of the principal amount thereof plus accrued interest and late charges, if any, to the Purchase Date.

In order to exercise such option with respect to this Bond, the holder hereof must tender and deliver to the Trustee the Bond to be so purchased not less than 180 days prior to the Purchase Date together with a properly executed notice to the Trustee that the holder hereof is exercising its option to have this Bond purchased, and specifying the principal amount to be purchased (which notice shall be in the form acceptable to the Trustee). Upon receipt of such notice, the Borrower shall have the right to arrange for the placement of this Bond with an alternate purchaser (the "New Purchaser"). The Trustee shall authenticate and deliver in the name of the New Purchaser a new fully registered Bond on the Purchase Date, in accordance with the provisions of Section 203 of the Indenture, if, prior to the Purchase Date, the New Purchaser shall have deposited with the Trustee the principal amount hereof to be so purchased, plus accrued interest and late charges, if any, to the Purchase Date. In the event the Borrower is unable to arrange for the placement of this Bond with a New Purchaser on the Purchase Date, this Bond shall be redeemed by the Issuer in whole on such Purchase Date at a redemption price equal to 100% of the principal amount thereof plus accrued interest and late charges, if any, to said Purchase Date.

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The Trustee shall, in its sole discretion, determine whether the holder hereof shall have properly exercised its option of purchase and the determination of the Trustee shall be final. The tender and delivery of this Bond to the Trustee shall be irrevocable and binding upon the holder hereof. The Agreement provides that in the event the Borrower is unable to arrange for the placement of this Bond with a New Purchaser on the Purchase Date, the Borrower shall pay to the Trustee for the account of the Issuer an amount of money for deposit into the Bond Fund sufficient to effect the redemption of this Bond so tendered.

If the Issuer deposits or causes to be deposited with the Trustee funds sufficient to pay the principal or portion thereof on the Bond at maturity, by call for redemption, or otherwise, together with interest accrued thereon to the due date, interest on the Bond will cease to accrue on the due date of such Bond or portion, and thereafter the holder will be restricted to the funds so deposited as provided in the Indenture.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and particularly with the Enabling Ordinance, and pursuant to proceedings of the City Council of the Issuer authorizing the execution and delivery of the Agreement and the Indenture. This Bond and the obligation to pay the principal hereof and interest hereon are limited obligations of the Issuer. The principal of and interest on this Bond are payable solely out of certain revenues and receipts derived by the Issuer from the Agreement and the Note and otherwise as provided in the Agreement. This Bond and the obligation to pay the principal hereof and interest hereon do not constitute an indebtedness of the Issuer or a loan of credit thereof, within the meaning of any constitutional or statutory provision. The Bond shall not constitute or give rise to a charge against the general credit or the taxing powers of the Issuer nor shall the Bond constitute a pecuniary liability of the Issuer. No holder of this Bond shall have the right to compel any exercise of the taxing power of the Issuer to pay this Bond or the interest hereon. Pursuant to the provisions of the Agreement, the Borrower has delivered the Note and is required to make payments thereon in an amount sufficient to pay the principal of and interest on the Bond when due. The Note is secured by the Mortgage and the rights of the Issuer under the Mortgage, together with the Note, have been pledged to the Trustee and all payments on the Note are to be paid to the Trustee for the account of the Issuer for deposit in a special account created by the Issuer, maintained by the Trustee and designated "City of Chicago, Illinois Bond Fund-Nation Enterprises, Inc. Project", and all such payments have been duly pledged for that purpose. In addition, certain rights of the Issuer under the Agreement have been pledged and assigned to the Trustee under the Indenture to secure payment of such principal and interest.

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No recourse shall be had for the payment of the principal of or interest on the Bond or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future official, officer or employee of the Issuer or through the Issuer, or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officer or employee as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of the Bond.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an Event of Default as defined in the Indenture occurs or the Trustee is entitled or required to and accelerates payment of the Note, the principal of the Bond issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

Any term used herein and not defined herein shall have the meaning as defined in the Indenture.

This Bond shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws and decisions of the State of Illinois.

In any case where the date of maturity of interest on or principal of this Bond or the date fixed for redemption of this Bond shall be a Saturday, Sunday or legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law; and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation.

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This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago, Illinois has caused this Bond to be executed in its name by the manual signature of its _____ and its corporate seal to be impressed hereon and attested by the manual signature of its City Clerk.

Dated and Issued: _____, 1985.

CITY OF CHICAGO, ILLINOIS

By _____
Its _____

Attest:

City Clerk

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(FORM OF ASSIGNMENT) ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this Bond of the City of Chicago, Illinois and does hereby irrevocably constitute and appoint _____, Attorney, to transfer this Bond on the books of said City, with full power of substitution in the premises.

Dated _____

In the presence of: _____

By _____

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION) CERTIFICATE OF AUTHENTICATION

This Bond is the Bond described in the within-mentioned Indenture.

CAPITOL BANK AND TRUST OF
CHICAGO, Trustee

By _____

Authorized Officer

PROVISIONS OF REGISTRATION

The Bond shall be registered on the books of the City of Chicago kept for that purpose by Capitol Bank and Trust of Chicago as Bond Registrar. The principal and interest on this Bond shall be payable only to or upon the order of the registered holder or his legal representative.

REGISTRATION

Date of
Registration

Name of Registered Owner

Signature of
Registrar

Capitol Bank and Trust
of Chicago
4801 West Fullerton Avenue
Chicago, Illinois 60639

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I. The execution and delivery of the Bond and of the Indenture have been duly authorized and all things necessary to make the Bond, when executed by the Issuer and authenticated by the Trustee, a valid and binding legal obligation of the Issuer and to make this Indenture a valid and binding agreement have been done.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bond by the purchaser thereof, one dollar duly paid to the Issuer by the Trustee of or before the execution and delivery of these presents and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bond outstanding hereunder, and to secure the observance and performance by the Issuer of all the covenants expressed or implied herein and in the Bond, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

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GRANTING CLAUSE FIRST

All revenues and receipts derived by the Issuer under and pursuant to the hereinafter defined Note, Mortgage, Guaranty, Agreement (other than amounts payable to, or for the benefit of, the Issuer pursuant to Sections 4.2(b), 5.3., 5.9 and 6.4 of the Agreement) and any and all documents given as security for payment of the Bond, provided that the assignment hereby made shall not impair or diminish any obligation of the Issuer under the provisions of the Agreement, and all funds, moneys and securities from time to time held by the Trustee under the terms of this Indenture; and

GRANTING CLAUSE SECOND

Except for its rights to moneys payable under Sections 4.2(b), 5.3, 5.9 and 6.4 of the Agreement and except for its right to notice under Section 8.6 of the Agreement, all right and interest of the Issuer in and to the Agreement, the Note, the Mortgage, and the Guaranty, including all extensions and renewals of the term thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any of the income, revenues, issues and profits and other sums of money payable or receivable thereunder, whether payable in respect of the indebtedness thereunder or otherwise, to bring actions and proceedings thereunder or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Agreement, the Note and the Mortgage; provided, that the assignment made by this clause shall not impair or diminish any obligation of the Issuer under the Agreement.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Bond, issued under and secured by this Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bond and the interest due or to become due thereon, and premium if any, at the times and in the manner mentioned in the Bond according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Articles IV and V hereof or shall provide, as permitted by Article XIII hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and all paying agents all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

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THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that the Bond issued and secured hereunder is to be issued, authenticated and delivered and the revenues and receipts derived from the Project hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective holders from time to time of the Bond as follows:

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ARTICLE I

DEFINITIONS

In this Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) the singular includes the plural, the masculine includes the feminine, and the following terms shall have the meaning specified in this Article, unless the context otherwise requires:

"Acquisition and Construction Fund" means the City of Chicago, Illinois Acquisition and Construction Fund - Nation Enterprises, Inc. Project created by Section 406 hereof.

"Agreement" means the Loan Agreement dated as of August 1, 1985, executed by and between the Issuer and the Borrower as from time to time amended and supplemented.

"Bond" means the Industrial Revenue Bond authorized and issued by the Issuer, authenticated by the Trustee and delivered hereunder and any bonds issued in substitution therefor.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of interest on the Bond, or other nationally recognized municipal bond counsel mutually acceptable to the Issuer, the Trustee and the Borrower.

"Bond Fund" means the City of Chicago, Illinois Bond Fund - Nation Enterprises, Inc. Project created by Section 402 hereof.

"Bondholder" or "holder of Bonds" or "owner of Bonds" means the registered owner of the Bond.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of August 1, 1985 among the Issuer, the Borrower and the Purchaser.

"Bond Registrar" means the Trustee.

"Borrower" means Nation Enterprises, Inc., an Illinois corporation and its successors and assigns.

"Business Day" means a business day at the corporate trust office of the Trustee.

"Code" means the United States Internal Revenue Code of 1954, as amended, and all regulations promulgated thereunder.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Borrower) duly admitted to the practice of law before the highest court of any state of the United States of America.

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"Default" or "Event of Default" means any occurrence or event specified in and defined by Section 901 hereof.

"Determination of Taxability" means (a) issuance by the Internal Revenue Service of a statutory notice of deficiency which holds in effect that the interest payable on the Bond is includable in the gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" of the Project or a "related person", as such terms are defined in Section 103 of the Code) or (b) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any federal court or of the United States Tax Court shall be rendered, and as a result of any such event or condition any payment of interest on the Bond or any amount in respect of interest on the Bond, as a whole or in part, made on or after a date specified in said notice, ruling or other action is includable in any Bondholder's federal gross income; provided, however, that it shall not constitute a Determination of Taxability under this clause (b) if the inclusion results from the Bondholder being a "substantial user" of the Project or a "related person", as such terms are defined in Section 103 of the Code.

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago, adopted by the Governing Body of the City of Chicago, Illinois on February 10, 1982, as from time to time supplemented and amended.

"Governing Body" means the City Council of the Issuer or the successor to the powers of said body.

"Guarantors" means Marshall Bauer and Margaret Z. Bauer and their heirs, executors, administrators, successors and assigns.

"Guaranty" means the Guaranty Agreement dated as of August 1, 1985 from the Guarantors to the Trustee.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XI hereof.

"Interest Payment Date" means October 1, 1985 and the first day of each month thereafter on which interest on the Bond is due and payable.

"Issuer" means the City of Chicago, Illinois, and its successors, and any public instrumentality resulting from or surviving any consolidation or merger to which it or its successors may be a party.

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"Loan Documents" means the Agreement, the Guaranty, the Note, the Bond Purchase Agreement and the Mortgage.

"Mortgage" means the Mortgage and Security Agreement dated as of August 1, 1985 from the Borrower to the Issuer.

"Note" means the promissory note of the Borrower in the amount of \$800,000 executed and delivered to the Trustee pursuant to Section 4.2(a) of the Agreement in order to evidence the obligation of the Borrower to pay amounts sufficient to pay the principal of and interest on \$800,000 principal amount of the Bond issued to defray the costs of the Project.

"Outstanding" or "Bonds Outstanding", in connection with the Bond means, as of the time in question, all Bonds authenticated and delivered under this Indenture, except:

A. Bonds theretofore cancelled or required to be cancelled under Section 207 hereof;

B. Bonds for the payment or redemption of which the necessary amount shall have been or shall concurrently be deposited with the trustee or for which provision for the payment of which shall have been made in accordance with Article XIII hereof; provided that, if such Bonds are being redeemed, payment shall have been given or provision satisfactory to the Trustee shall have been made therefor; and

C. Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

"Paying Agent" means any paying agent for the Bond (which may include the Trustee) and its successor or successors appointed pursuant to the provisions of this Indenture.

"Person" means natural persons, partnerships, associations, corporations, trusts and public bodies.

"Prime Rate" means the rate of interest charged from time to time by Continental Illinois National Bank and Trust Company of Chicago at its principal office in Chicago, Illinois and identified by it as its prime rate.

"Principal Payment Date" means any date on which principal of the Bond shall become due whether by installment, redemption, acceleration or maturity.

"Project" means the remodeling of an existing building located at 2505 North Milwaukee Avenue, Chicago, Illinois within the corporate boundaries of the Issuer as more fully described on Exhibit A to the Agreement and the acquisition and installation of equipment for use therein as more fully described in Exhibit E to the Agreement.

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"Purchase Date" means December 1, 1990 and December 1, 1995.

"Purchaser" means Capitol Bank and Trust of Chicago as the initial purchaser of the Bond and any assignee or successor purchaser.

"Qualified Costs of the Project" means those Costs of the Project not less than 90% of which (i) are paid or incurred after October 6, 1982 for either land or property subject to the allowance for depreciation provided by Section 167 of the Code and (ii) are properly chargeable to the Borrower's capital account or basis for federal income tax purposes, which amounts will be so charged or, if not so charged, would be so chargeable either with a proper election by the Borrower under the Code or but for a proper election by the Borrower under the Code to deduct such amounts.

"Registrar" means the Trustee as bond registrar.

"Revenues" means (i) all amounts payable from time to time by the Borrower in respect of the indebtedness under the Agreement, including without limitation all payments under the Note (ii) any amounts paid into the Bond Fund from the Acquisition and Construction Fund or pursuant to Section 3.4 of the Agreement and (iii) any earnings on moneys on deposit in the Bond Fund. Revenues shall not include any amounts payable by the Borrower pursuant to Sections 4.2(b), 5.3, 5.9 and 6.4 of the Agreement.

"Services" and "Expenses" mean those services rendered and those expenses, including reasonable fees of counsel and all services and expenses relating to any Event of Default, incurred by the Trustee under the Indenture which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to the Indenture.

"Taxable Date" means the earliest effective date as of which the interest payable on the Bond is includable for federal income tax purposes in the gross income of any holder or former holder of the Bond as a result of the occurrence of any circumstances giving rise to a Determination of Taxability.

"Trustee" means Capitol Bank and Trust of Chicago, the party of the second part hereto and any successor trustee appointed pursuant to Section 1005 or 1008 hereof at the time serving as successor trustee hereunder and shall include any co-trustee serving as such hereunder.

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the form of Bond) refer to this Indenture as a whole.

Every "request", "order", "demand", "application", "appointment", "notice", "statement", "certificate", "consent" or

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similar action hereunder by the Issuer shall, unless the form thereof is specifically provided herein, be in writing signed by a duly authorized officer or agent of the Issuer.

All other terms used herein which are defined in the Agreement shall have the same meanings assigned them in the Agreement unless the context otherwise requires.

(End of Article I)

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ARTICLE II

THE BOND

Section 201. Amounts and Terms. Except as provided in Section 206 hereof, the Bond shall be limited to \$800,000 in principal amount, and shall contain substantially the terms recited in the form of Bond above. The Bond shall provide that the principal thereof and interest thereon shall be payable only out of the Revenues.

The Bond shall be designated "City of Chicago, Illinois Industrial Revenue Bond (Nation Enterprises, Inc. Project)". The Bond shall be dated the date of issuance and shall be issuable as one fully registered Bond. Unless the Issuer shall otherwise direct, the Bond shall be lettered R and shall be numbered 1.

The Bond shall be in the principal amount of \$800,000 payable in 14 consecutive yearly principal installments of \$53,333.33 that become due December 1, 1985 and on the first day of each December thereafter to and including December 1, 1999 with a final payment of \$53,333.33 on December 1, 2000 and bearing interest from the date thereof on the balance of principal remaining from time to time outstanding at a rate (computed on the basis of actual days elapsed in a 365-day year) equal to seventy percent (70%) of the Prime Rate as in effect from time to time. Interest shall be payable in arrears on the first day of each May and December commencing May 1, 1986 with a final payment on the date of the final payment of all principal. The Issuer at the direction of the Borrower shall have the privilege to prepay the principal installments of the Bond in whole or in part only in the prepayment prices (expressed as percentage of the unpaid principal balance) set forth below plus accrued interest to the prepayment date:

<u>If Prepaid During</u>	<u>Price</u>
December 1, 1987 to November 30, 1988	103%
December 1, 1988 to November 30, 1989	102%
December 1, 1989 and thereafter	100%

To exercise such option of prepayment, Borrower shall give written notice to the Issuer and the Trustee not less than five business days prior to the installment payment date which the Borrower on behalf of the Issuer shall designate as the prepayment date. Borrower, on behalf of the Issuer, shall prepay the Bond in whole or in part not less than two business days prior to the date fixed for the prepayment of the Bond and the payment required of the Borrower shall be the sum of the following:

- (1) An amount of money to be paid into the Bond Fund which, when added to the amount then on deposit in the Bond Fund, will be sufficient to retire and prepay the then outstanding entire principal amount of the Bond or the

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portion of the then outstanding principal amount of the Bond to be retired and prepaid (as the case may be) and the premium, if any, on the bond prepayment date fixed pursuant to Article VII of the Indenture, including without limitation; 100% of the principal amount of the Bond to be so prepaid and the premium if any; all interest accrued and to accrue to the date of prepayment on the whole or portion of the Bond; and all reasonable expenses incurred or to be incurred in connection with the prepayment of the Note and the prepayment of the Bond; plus

(2) An amount of money equal to any fees payable to or expenses of the Trustee accrued and to accrue until such payment and prepayment of the Bond in whole or in part, as the case may be, including all reasonable expenses of prepayment; plus

(3) An amount of money sufficient to discharge all other liabilities of the Borrower accrued under this Agreement.

The holder of the Bond shall have the right to have the Bond purchased by the Borrower or its designee in whole on any Purchase Date at a purchase price equal to 100% of the principal amount thereof plus accrued interest and late charges, if any, to said Purchase Date.

In order to exercise such option with respect to the Bond, the holder thereof must tender and deliver to the Trustee the Bond to be so purchased not less than 180 days prior to the Purchase Date together with a properly executed notice to the Trustee that the holder thereof is exercising its option to have the Bond purchased (which notice shall be in the form acceptable to the Trustee).

The Trustee shall, in its sole discretion, determine whether the holder of the Bond shall have properly exercised its option of to have the Bond purchased by the Borrower or its designee. The Trustee shall immediately acknowledge receipt of the Bond so tendered and delivered. The tender and delivery of the Bond to the Trustee shall be irrevocable and binding upon the holder thereof.

In the event the Bondholder shall have exercised such right on or prior to 180 days before the Purchase Date, the Trustee shall give written notice to the Borrower on or prior to 180 days before said Purchase Date stating the principal amount of the Bond, if any, which has been properly tendered and delivered to the Trustee for purchase on the Purchase Date. Upon such notice, the Borrower shall have the right to arrange for the placement of the Bond with an alternate purchaser (the "New Purchaser"). The Trustee shall authenticate and deliver in the name of the New Purchaser a new fully registered Bond on the Purchase Date, in accordance with the provisions of Section 203 hereof, if, prior to the Purchase Date, the New Purchaser shall

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have deposited with the Trustee the principal amount of the bond to be so purchased, plus accrued interest and late charges, if any, to the Purchase Date. In the event the Borrower is unable to arrange for the placement of the Bond with a New Purchaser on the Purchase Date, the Bond shall be redeemed by the Issuer in whole on such Purchase Date at a redemption price equal to 100% of the principal amount thereof plus accrued interest and late charges, if any, to said Purchase Date. On or prior to the Purchase Date, the Borrower shall pay into the Bond Fund for the account of the Issuer an amount of money for deposit into the Bond Fund sufficient to effect the redemption of such Bond on such Purchase Date.

When the Bond shall be prepaid in full in accordance with Section 701 of this Indenture, the Bond shall be cancelled and returned to the Issuer. After a Determination of Taxability, the principal and interest rate per annum payable under the Bond shall be one and one-half percent (1½%) in excess of the Prime Rate as determined from time to time from the Taxable Date. In the event there is any overdue principal and any overdue interest, the interest rate payable thereon shall be at a rate of 1% in excess of the Prime Rate, to the extent enforceable and if there is also a Determination of Taxability, the Borrower will pay interest on any overdue principal and to the extent permitted by law, on any overdue interest, at a rate of 1% in excess of the Prime Rate. Interest shall be payable on the basis of a year consisting of 365 days for the actual number of days elapsed.

Section 202. Place of Payment. The principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payment of principal and interest on the Bond shall be made to the registered owner thereof and shall be paid by check or draft mailed to the registered owner at his address as it appears on the registration books of the Issuer; provided, however, that any final payment completely discharging the Bond shall only be made against surrender of the Bond.

Section 203. Registration, Transfer and Exchange. The Issuer shall cause books for the registration and transfer of the Bonds to be kept at the principal corporate trust office of the Trustee and hereby appoints the Trustee its Registrar for purposes of bond registration.

Upon surrender for transfer of any Bond at such office, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denomination for the aggregate principal amount which the registered owner is entitled to receive.

The Bond may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations. Bonds to be exchanged shall be surrendered at the principal corporate trust office of the Trustee, and the Issuer shall execute and the Trustee shall authenticate and deliver in

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exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive. Notwithstanding the provisions of Section 201 hereof, all Bonds delivered in exchange shall be so dated so that neither gain nor loss in interest shall result from the transfer or exchange.

All Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Trustee), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer and the Trustee, duly executed by the registered holder or by his duly authorized attorney.

No transfer shall be effective until a new Bond is issued and until such transfer is noted upon the books of the Issuer kept for that purpose by the Trustee and is in compliance with all provisions of Section 103(j) of the Code and the regulations promulgated thereunder or proposed regulations published in the Federal Register.

No service charge other than for reasonable attorneys fees shall be made for any exchange or transfer of Bonds, but the Issuer and the Trustee shall require payment by the holder or owner thereof of such attorneys fees and a sum sufficient to cover any tax or other governmental charge that is imposed in relation thereto.

The Trustee will not be required (i) to exchange or transfer any Bond within 15 days prior to an installment date (the "Record Date") next preceding any interest payment date of such Bond or (ii) to exchange or transfer any Bond after the mailing of notice calling such Bond or any portion thereof for redemption as provided herein or during the 15 days preceding such notice of redemption.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bond surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The Issuer and the Trustee may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. The person in whose name any Bond is registered may be deemed the absolute owner thereof by the Issuer and the Trustee, and any notice to the contrary shall not be binding upon the Issuer or the Trustee.

Section 204. Execution: Limited Obligation. The Bond shall be executed on behalf of the Issuer with the manual signature of its Mayor or its Comptroller and attested with the manual signature of its City Clerk and shall have impressed thereon the corporate seal of the Issuer.

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In case any officer whose signature shall appear on the Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bond and interest thereon shall be a limited obligation of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective holders thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of and interest on the Bond, except as may be otherwise expressly authorized in this Indenture. The Bond is issued pursuant to the provisions of the Enabling Ordinance and the Bond and the obligation to pay the principal thereof and interest thereon shall not be deemed to constitute an indebtedness of the Issuer or a loan of credit thereof, the State of Illinois or any political subdivision thereof, or a charge against their general credit or taxing powers, within the meaning of any constitutional or statutory provision. No holder of the Bond shall have the right to compel any exercise of the power of the Issuer to pay the Bond or the interest thereon.

No recourse shall be had for the payment of the principal of or interest on the Bond or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future official, officer or employee of the Issuer, or any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officer or employee as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bond.

Section 205. Authentication. The Bond shall not be valid for any purpose until the certificate of authentication on the Bond shall have been duly executed by the Trustee, and such authentication shall be conclusive proof that the Bond has been duly authenticated and delivered under this Indenture and that the holder thereof is entitled to the benefits of the trust hereby created.

Section 206. Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like date, maturity and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the Issuer and the Trustee shall require reasonable indemnity satisfactory to the Issuer and the Trustee therefor. If any Bond shall be reported destroyed, lost or

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stolen, evidence as to the ownership thereof and the destruction, loss or theft thereof shall be submitted to the Issuer and the Trustee; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like date, maturity and denomination. The cost of providing any substitute Bond under the provisions of this Section including any attorneys fees, shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, destroyed, lost or stolen Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the owner the principal amount of such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor.

To the extent contained herein and in the Loan Agreement every substituted Bond issued pursuant to this Section 206 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been mutilated, destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies.

Section 207. Cancellation and Destruction of Surrendered Bonds. Bonds surrendered for payment or redemption, Bonds surrendered for exchange or transfer pursuant to Section 203 hereof and Bonds purchased from any money held by the Trustee hereunder or surrendered to the Trustee by the Borrower shall be cancelled promptly and destroyed by the Trustee. The Trustee shall deliver to the Issuer a certificate of destruction in respect of all Bonds so destroyed.

Section 208. List of Bondholders. The Trustee will keep on file a list of names and addresses of the holders of all Bonds, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Borrower or by holders or owners (or a designated representative thereof) of 15% or more in principal amount of Bonds then outstanding, such possession or ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

(End of Article II)

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ARTICLE III

ISSUE OF BOND

Section 301. Delivery of the Bond. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bond to be issued on said date and deliver it to or upon the order of the Issuer as hereinafter in this Section 301 provided. No additional bonds may be issued under this Indenture.

Prior to the delivery by the Trustee of the Bond there shall be filed with the Trustee:

1. A Certified Ordinance authorizing the execution and delivery of the Agreement, and this Indenture and the issuance of the Bond.
2. Original executed counterparts of the Loan Documents and this Indenture.
3. A request and authorization to the Trustee from the Issuer, signed by two authorized officers of the Issuer, to authenticate and deliver the Bond to the Issuer or to the persons therein identified upon payment to the Issuer of a sum specified in such request and authorization equal to the purchase price thereof. Such proceeds shall be paid over to the Trustee and deposited in the Acquisition and Construction Fund as hereinafter provided under Article IV hereof.
4. A counterpart of a private ruling from the Internal Revenue Service of the United States Department of the Treasury, certified by the City Clerk of the Issuer, or an opinion of Bond Counsel to the effect that interest paid on the Bond will not be includable in the gross income of the holder thereof for federal income tax purposes except with respect to interest on the Bond for any period during which the Bond is held by a person who is a substantial user of the Project, or any person considered to be related to such person, within the meaning of Section 103(b)(13) or Section 103(b)(6)(C), respectively, of the Code.

(End of Article III)

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ARTICLE IV

REVENUES AND FUNDS

Section 401. Source of Payment of Bond. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from Revenues as authorized by law as described in Section 204 hereof.

Section 402. Creation of the Bond Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Bond Fund - Nation Enterprises, Inc. Project" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of and interest on the Bond.

Section 403. Payments into the Bond Fund. There shall be deposited into the Bond Fund, as and when received (a) any amount in the Acquisition and Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments specified in Section 4.2(a) of the Agreement; (c) all prepayments specified in Article VII of the Agreement; and (d) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement or the Mortgage when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

Upon a declaration of acceleration following the occurrence of an Event of Default hereunder, or full redemption of the Bond pursuant to Section 701 hereof, any moneys remaining in the Acquisition and Construction Fund shall be deposited in a special account in the Bond Fund and shall be used to pay principal on the Bond.

The Issuer hereby covenants and agrees that so long as the Bond issued hereunder is outstanding it will deposit, or cause to be deposited, in the Bond Fund sufficient sums from Revenues promptly to meet and pay the principal of and interest on the Bond as the same becomes due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than Revenues.

Section 404. Use of Moneys in the Bond Fund. Except as provided in Section 411 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bond and for the redemption of the Bond at or prior to maturity or the partial prepayment of the Bond pursuant to Article VII hereof. Whenever the amount in the Bond Fund from any source whatever is sufficient to redeem or partially prepay the outstanding principal amount of the Bond, the Issuer will take or cause to be taken the necessary steps to redeem or partially prepay the Bond, ratably based upon principal amounts outstanding to the various Bondholders and in the inverse order of maturity

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on the next succeeding redemption date, if any, for which the required redemption notice may be given.

Section 405. Custody of the Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bond as the same becomes due and payable, which authorization and direction the Trustee hereby accepts.

Section 406. Acquisition and Construction Fund: Disbursements. There is hereby created by the Issuer and ordered established with the Trustee a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Acquisition and Construction Fund - Nation Enterprises, Inc. Project" (which is sometimes herein referred to as the "Acquisition and Construction Fund"). The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Acquisition and Construction Fund. The Issuer hereby authorizes and directs the Trustee to use the moneys in the Acquisition and Construction Fund for payment of the Qualified Costs of the Project in accordance with the Agreement and for payment into the Bond Fund in accordance with Section 403 hereof.

The Trustee shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after each such disbursement, the Trustee shall file an accounting thereof with the Issuer.

Section 407. Completion of the Project. The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate of the Authorized Borrower Representative required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund after the Completion Date (other than the amounts retained by the Trustee for Costs of the Project not then due and payable) shall be disbursed in accordance with the provisions of Section 3.4 of the Agreement.

Section 408. Non-Presentation of Bond. In the event the Bond shall not be presented for payment when the final installment of principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if moneys sufficient to pay the Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the holder thereof for the payment of the Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the holder of the Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

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Any moneys so deposited with and held by the Trustee not so applied to the payment of the Bond within five years after the date on which the same shall have become due shall be repaid by the Trustee to the Borrower upon direction of an Authorized Borrower Representative, the Borrower or an Authorized Issuer Representative, and thereafter the Bondholder shall be entitled to look only to the Borrower for payment and then only to the extent of the amount so repaid, and the Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 409. Trustee's and Paying Agents' Fees, Charges and Expenses. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Borrower for the payment of all reasonable fees, charges and expenses of the Trustee and any paying agents as provided in the Agreement and in this Indenture. It is further understood and agreed that the reasonable initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and paying agents referred to in the preceding sentence which become due prior to the time the Borrower begins to pay the same, will be paid to the respective parties from the Acquisition and Construction Fund as and when the same shall become due.

Section 410. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account of the Bond Fund, the Acquisition and Construction Fund or the escrow account referred to in Section 3.3 of the Agreement or under any provision of this Indenture or the Agreement shall be held by the Trustee in trust and applied for the purposes herein or in the Agreement specified.

Section 411. Repayment to the Borrower from the Bond Fund. Any amounts remaining in the Bond Fund after payment in full of the principal of and interest on the Bond (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Issuer, the Trustee and any paying agent and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Borrower as provided in Section 8.5 of the Agreement.

(End of Article IV)

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ARTICLE V

REVENUES AND APPLICATION THEREOF

Section 501. Revenues to be Paid Over to Trustee. The Issuer will cause the Revenues to be paid to the Trustee for deposit in the Bond Fund.

Section 502. Payments of Principal and Interest. The Trustee shall make available to the Issuer's paying agent or agents from Revenues received by the Trustee sufficient amounts to pay the principal of and interest on the Bond as the same becomes due and payable.

Section 503. Revenues to Be Held for All Bondholders; Certain Exceptions. Revenues and investments thereof shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the holders of all Outstanding Bonds, except that any portion of the Revenues representing principal of and interest on any Bonds previously called for redemption in accordance with Article VII of this Indenture or previously matured shall be held for the benefit of the holders of such Bonds only and shall not be deposited or invested pursuant to Article VI hereof, notwithstanding any provision of Article VI.

(End of Article V)

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ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Acquisition and Construction Fund Moneys. Any moneys held as part of the Acquisition and Construction Fund shall be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. The direction and written confirmation specified in Section 3.7 of the Agreement shall specify the issuer or obligor, the principal amount, maturity date and interest rate of such investment. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Acquisition and Construction Fund and the interest accruing thereon, if any, and any profit realized from such investments shall be credited to the Acquisition and Construction Fund. Any loss resulting from such investments shall be charged to the Acquisition and Construction Fund.

Section 602. Investment of Moneys in the Bond Fund. Any moneys held as part of the Bond Fund shall be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. The direction and written confirmation specified in Section 3.7 of the Agreement shall specify the issuer or obligor, the principal amount, maturity date and interest rate of such investment. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Bond Fund or the escrow account as the case may be and the interest accruing thereon, if any, and any profit realized therefrom shall be credited to the Bond Fund and any loss resulting from such investments shall be charged to the Bond Fund.

Section 603. Investments through Trustee's Bond Department. The Trustee may make any and all investments permitted by the provisions of Section 601 and 602 through its own bond department. Notwithstanding any other provision of this Article VI or Section 3.7 of the Agreement, no direction or confirmation shall direct any investment the effect of which would be to make the Bond an "arbitrage bond" under Section 103(c) of the Code. The Trustee may follow the advice or direction of Bond Counsel as to investments which may be made in compliance with the preceding sentence.

Upon the written direction of the Borrower or the Issuer, the Trustee shall confirm in writing any investment made with the moneys in the Acquisition and Construction Fund or the Bond Fund. The Trustee shall answer all reasonable inquiries from the Borrower or the Issuer as to the status of moneys in each of such funds. The Trustee shall file with the Issuer a copy of any statements that it delivers to the Borrower with respect to the investment of any funds held under this Indenture.

(End of Article VI)

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ARTICLE VII

REDEMPTION OF BOND BEFORE MATURITY

Section 701. Purchase Dates; Redemption Dates and Prices; (a) The holder of the Bond shall have the right to have the Bond purchased by the Borrower or its designee in whole on any Purchase Date at a purchase price equal to 100% of the principal amount thereof plus accrued interest and late charges, if any, to said Purchase Date.

In order to exercise such option with respect to the Bond, the holder thereof must tender and deliver to the Trustee the Bond to be so purchased not less than 180 days prior to the Purchase Date together with a properly executed notice to the Trustee that the holder thereof is exercising its option to have the Bond purchased (which notice shall be in the form acceptable to the Trustee).

The Trustee shall, in its sole discretion, determine whether the holder of the Bond shall have properly exercised its option of to have the Bond purchased by the Borrower or its designee. The Trustee shall immediately acknowledge receipt of the Bond so tendered and delivered. The tender and delivery of the Bond to the Trustee shall be irrevocable and binding upon the holder thereof.

In the event the Bondholder shall have exercised such right on or prior to 180 days before the Purchase Date, the Trustee shall give written notice to the Borrower on or prior to 180 days before said Purchase Date stating the principal amount of the Bond, if any, which has been properly tendered and delivered to the Trustee for purchase on the Purchase Date. Upon such notice, the Borrower shall have the right to arrange for the placement of the Bond with an alternate purchaser (the "New Purchaser"). The Trustee shall authenticate and deliver in the name of the New Purchaser a new fully registered Bond on the Purchase Date, in accordance with the provisions of Section 203 hereof, if, prior to the Purchase Date, the New Purchaser shall have deposited with the Trustee the principal amount of the bond to be so purchased, plus accrued interest and late charges, if any, to the Purchase Date. In the event the Borrower is unable to arrange for the placement of the Bond with a New Purchaser on the Purchase Date, the Bond shall be redeemed by the Issuer in whole on such Purchase Date at a redemption price equal to 100% of the principal amount thereof plus accrued interest and late charges, if any, to said Purchase Date. On or prior to the Purchase Date, the Borrower shall pay into the Bond Fund for the account of the Issuer an amount of money for deposit into the Bond Fund sufficient to effect the redemption of such Bond on such Purchase Date.

(b) The Bond is subject to optional redemption on the principal installments of the Bond in whole or in part only in the prepayment prices (expressed as percentage of the unpaid

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the prepayment prices (expressed as percentage of the unpaid principal balance) set forth below plus accrued interest to the prepayment date:

<u>If Prepaid During</u>	<u>Price</u>
December 1, 1987 to November 30, 1988	103%
December 1, 1988 to November 30, 1989	102%
December 1, 1989 and thereafter	100%

To exercise such option of prepayment, Borrower shall give written notice to the Issuer and the Trustee not less than five business days prior to the installment payment date which the Borrower on behalf of the Issuer shall designate as the prepayment date. Borrower on behalf of the Issuer shall prepay the Bond in whole or in part not less than two business days prior to the date fixed for the prepayment of the Bond and the payment required of the Borrower shall be the sum of the following:

(1) An amount of money to be paid into the Bond Fund which, when added to the amount then on deposit in the Bond Fund, will be sufficient to retire and prepay the then outstanding entire principal amount of the Bond or the portion of the then outstanding principal amount of the Bond to be retired and prepaid (as the case may be) and the premium, if any, on the bond prepayment date fixed pursuant to Article VII of the Indenture, including without limitation: 100% of the principal amount of the Bond to be so prepaid and the premium, if any; all interest accrued and to accrue to the date of prepayment on the whole or portion of the Bond; and all reasonable expenses incurred or to be incurred in connection with the prepayment of the Note and the prepayment of the Bond; plus

(2) An amount of money equal to any fees payable to or expenses of the Trustee accrued and to accrue until such payment and prepayment of the Bond in whole or in part, as the case may be, including all reasonable expenses of prepayment; plus

(3) An amount of money sufficient to discharge all other liabilities of the Borrower accrued under this Agreement.

(End of Article VII)

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ARTICLE VIII

PAYMENT; FURTHER ASSURANCE; NO ARBITRAGE

Section 801. Payment of Principal of and Interest on the Bond. The Issuer shall promptly pay or cause to be paid the principal of and interest on the Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of Revenues. The Issuer shall at the direction of the Borrower appoint one or more paying agents for such purpose, each such agent to be a national banking association, a bank and trust company or a trust company. The Issuer hereby appoints the Trustee to act as a paying agent, and designates the principal corporate trust office of such agent as the place of payment for the Bond, such appointment and designation to remain in effect until notice of change is filed with the Trustee. Except as provided in Section 202 hereof, payment of interest on the Bond shall be made to the registered owner at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner.

Section 802. Further Assurance. Except to the extent otherwise provided in this Indenture, the Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholder may be impaired. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts pledged hereby to the payment of the principal of and interest on the Bond. The Issuer and the Trustee shall also execute and deliver all instruments and shall furnish all information and evidence deemed necessary or advisable by the Counsel delivering the opinions referred to in the Bond Purchase Agreement in order to enable said Counsel to deliver said opinion. Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under any of the Loan Documents.

The Issuer and the Trustee shall be entitled to reimbursement from the Borrower for any action taken pursuant to this Section.

Section 803. Bond Not to Be An Arbitrage Bond. On the basis of the Borrower's certifications as to the accuracy of the statements contained therein which is to be delivered by the Issuer on the date of execution and delivery of this Indenture, the Issuer hereby certifies and reasonably expects that the proceeds of the Bond will not be used in a manner that would cause the Bond to be "an arbitrage bond" under Section 103(c) Code and the regulations prescribed under that Section. To the

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best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing conclusion.

Section 804. Recordation and Other Instruments. The Issuer covenants that it will cooperate with the Borrower in causing this Indenture, the Mortgage and all supplements thereto as well as such other security agreements, financing statements and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and at such places as may be required by law fully to preserve and protect the security of the holder and owner of the Bond and the rights of Trustee hereunder, and to perfect the security interest created by this Indenture. From time to time, not less often than once every five years, the Trustee shall request that the Borrower furnish, and the Borrower shall furnish, to the Trustee an opinion of Counsel setting forth what, if any, actions by the Issuer or the Trustee should be taken to preserve the lien of this Indenture upon the trust estate and the lien of the Mortgage, upon the Mortgaged Property (defined in the Mortgage) or any part of either thereof. The Issuer shall execute or cause to be executed any and all further instruments as may be required by law or as shall reasonably be requested by the Trustee for such protection of the interests of the Trustee and the Bondholder, and shall furnish satisfactory evidence to the Trustee of filing and re-filing of such instruments and of every additional instrument which shall be necessary to preserve the lien of this Indenture upon the trust estate or any part thereof until the principal of and interest on the Bond issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instruments and file or join in the filing thereof at such time or times and in such place or places as it may be advised by an opinion of Counsel will preserve the lien of this Indenture upon the trust estate or any part thereof until the aforesaid principal and interest shall have been paid.

Section 805. Excess Investment Earnings Account. There is hereby established a special trust account to be designated the "City of Chicago, Illinois Excess Investment Earnings Account - Nation Enterprises, Inc. Project", (hereinafter referred to as the "Excess Investment Earnings Account"), to be held by the Trustee. The Borrower has covenanted and agreed that it will (a) prepare and file with the Trustee and the Issuer a report setting forth the "Rebate Amount" determined in accordance with Section 3.8 of the Agreement, and (b) deposit or cause to be deposited into the Excess Investment Earnings Account any and all Rebate Amounts promptly following a determination of any such Rebate Amount.

The Trustee, as Acquisition and Construction Fund and Bond Fund custodian, covenants and agrees that it will, on or before each anniversary of the date of issuance of the Bond, prepare and file with the Issuer and the Borrower a report with respect to the Acquisition and Construction Fund and the Bond

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Fund setting forth the total amounts invested during the preceding bond year, the investments made with the moneys in the Construction Fund and the Bond Fund and the investment earnings (and losses) resulting from the investments information concerning such Funds and the investments therein, respectively as the Issuer or the Borrower shall reasonably request.

The Trustee agrees that it will, to the extent practicable, keep all moneys in the Excess Investment Earnings Account fully invested in such investments as described in Section 3.7 of the Agreement and it will disburse all moneys in the Excess Investments Account to the United States at the times and in the manner set forth in Section 3.8 of the Agreement.

Moneys in the Excess Investment Earnings Account, including investment earnings thereon, if any, shall not be subject to the pledge of this Indenture and shall not constitute part of the Trust Estate held for the benefit of the holders from time to time of the Bond.

(End of Article VIII)

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ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 901. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "Default" or an "Event of Default":

(a) Failure to make due and punctual payment of any installment of interest upon the Bond at the times specified therein;

(b) Failure to make due and punctual payment of the principal on the Bond at the times specified therein; whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bond contained and failure to remedy the same after notice thereof pursuant to Section 910 hereof;

(d) The occurrence of any of the events set forth in Section 6.1 of the Agreement; and

(e) The occurrence of any default under the Bond Purchase Agreement other than a default by Purchaser; and

(f) A default, after any applicable grace period, shall have occurred with respect to the \$600,000 Industrial Revenue Bond (Nation Enterprises, Inc. Project) of the Issuer dated December 30, 1982.

Section 902. Acceleration. Upon the occurrence of an Event of Default described in Section 901 hereof and so long as such event is continuing the Trustee may, by notice in writing delivered to the Borrower with a copy of such notice being sent to the Issuer, declare the principal of the outstanding Bond and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration, the Trustee shall declare the entire principal and all unpaid interest accrued on the Note to be immediately due and payable in accordance with Section 6.2 of the Agreement and Section 903 hereof.

While the Bond is outstanding, the Issuer shall not exercise any of the remedies on default specified in Section 6.2 of the Agreement without the prior written consent of the Trustee.

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The above provisions of Sections 901 and 902 hereof, however, are subject to the conditions that if, following a Default and after the Trustee shall have declared the principal of the outstanding Bond to be due and payable and before a judgment or decree for the payment of moneys due has been obtained by the Trustee, all arrears of interest upon the Bond, and interest on overdue installments of interest (to the extent permitted by law) at the rate of interest borne by the Bond for such period and the principal on the outstanding Bond which shall have become due and payable otherwise than by acceleration, and all other sums payable under this Indenture, except the principal of and interest on the Bond which by such declaration shall have become due and payable, shall have been paid by or on behalf of the Issuer, together with the reasonable expenses of the Trustee and of the holder of the Bond, including reasonable attorneys' fees paid or incurred, and all other defaults have been cured or waived, then and in every such case, such default shall be waived and such declaration and its consequences rescinded and annulled by the Trustee by written notice given to the Issuer and the Borrower by registered mail, which waiver, rescission and annulment shall be binding upon all Bondholders; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon, provided further that Borrower shall not have the right set forth in this paragraph to cure such default, more frequently than once every five years, except to the extent otherwise provided under applicable law. Trustee will have discretion in waiving its rights under Chapter 95, Section 57 of the Illinois Revised Statutes as long as there is no abridgement of the Borrower's statutory right.

Section 903. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, and so long as such Event is continuing, the Trustee, in addition to declaring the principal of the Note and of the outstanding Bond and the interest accrued thereon immediately due and payable, may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the outstanding Bond and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth. In addition, the Trustee may without notice to the Issuer or the Borrower exercise any and all remedies afforded the Issuer under Article VI of the Agreement in its name or the name of the Issuer without the necessity of joining the Issuer.

In addition, if an Event of Default shall have occurred and be continuing and if requested so to do by the holder of not less than 25% in aggregate principal amount of the outstanding Bond, and if indemnified as provided in Section 1001 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 903 as the Trustee being advised by Counsel shall deem most expedient in the interests of the Bondholders.

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All remedies provided for herein shall be available only to the extent they are not prohibited by the Enabling Ordinance, Illinois laws or Illinois court decisions or any other applicable law.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 904. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of not less than a majority in aggregate principal amount of the outstanding Bond shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture; and provided, further, that, unless otherwise directed by an instrument in writing delivered to the Trustee and executed by the holder or holders of the outstanding Bond, the Trustee shall be obligated to enforce the remedies set forth in Section 902 hereof.

Section 905. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article or of the Mortgage shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its Counsel, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal and interest then due and unpaid upon the Bond.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply such moneys, it shall fix the

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date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder or holders of the Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if the Bond is to be fully paid.

Whenever all principal of and interest on the Bond has been paid under the provisions of this Section 905 and all expenses and charges of the Trustee and any paying agents have been paid, any balance remaining in the Bond Fund shall be paid to the Borrower as provided in Section 411 hereof.

Section 906. Remedies Vested in Trustee. All rights of action (including the right to file proofs of claims) under this Indenture or under the Bond may be enforced by the Trustee without the possession of the Bond or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bond, and any recovery of judgment shall be for the benefit of the holder or holders of the outstanding Bond.

Section 907. Rights and Remedies of Bondholders. Except as provided in the last two sentences of this paragraph, no holder of the Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1001 hereof, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an Event of Default and be continuing, (iii) the holders of not less than a majority in aggregate principal amount of the outstanding Bond shall have made written request to the Trustee, shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1001 hereof, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case (except as provided in the last sentence of this paragraph) at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. No one or more holders of the Bond shall have any right in any

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manner whatsoever to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the holders of the outstanding Bond. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on the Bond at and after the maturity thereof; provided however that the right of set-off, if available under applicable law shall not be exercised unless an Event of Default has occurred.

Section 908. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken and no such termination shall impair any proceeding or right consequent to any other or subsequent default.

Section 909. Waivers of Events of Default. Unless directed to do so by an instrument in writing delivered to the Trustee and executed by the holder or holders of not less than a majority in the aggregate principal amount of the outstanding Bond, the Trustee shall not waive any Event of Default hereunder or its consequences or rescind any declaration of maturity of principal of and interest on the Bond or the Note. In the case of any such waiver at the written direction of the holder or holders of the outstanding Bond, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing specifically referring to this Section 909 and a copy thereof shall be delivered to the Issuer and the Borrower.

Section 910. Opportunity of the Borrower to Cure Defaults. The Issuer hereby grants the Borrower full authority for the account of the Issuer to perform or observe any covenant or obligation of the Issuer except the obligation to make due and punctual payment of any interest or principal upon the Bond unless alleged in a written notice within 30 days thereafter to the Issuer from the Trustee not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

(End of Article IX)

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ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified in (1) below, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Purchaser or the Borrower). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bond (except with respect to the certificate of the Trustee endorsed on the Bond), or for the recording or re-recording, filing or re-filing of this Indenture, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for the sufficiency of the security for the Bond issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(c) The Trustee shall not be accountable for the use of the Bond authenticated or delivered hereunder. The Trustee may become the owner of the Bond with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of the Bond shall be conclusive and binding upon

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all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Authorized Issuer Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the City Clerk under the seal of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall be required to take notice and shall be deemed to have notice of any default or Event of Default (defined in Section 901(a), 901(b) and 901(d) hereof) hereunder, but shall not be required to take notice or be deemed to have notice of the breach by the Issuer of any covenant hereunder (other than a breach resulting in a default or event of default) unless the Trustee shall be specifically notified in writing of such breach by the Issuer or by the holders of at least twenty-five per cent (25%) in aggregate principal amount of the outstanding Bond.

(h) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the Project including all books, papers and records of the Issuer pertaining to the Project and the Bond, and to take such memoranda from and in regard thereto as may be desired subject to the provisions of Section 6.2 of the Agreement.

(i) The Trustee shall not be required to give any bonds or surety in respect of the execution of its trusts and powers hereunder.

(j) Except with respect to the enforcement of the remedies set forth in Section 902 hereof, before taking any action under Article IX hereof or this Section 1001 or

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Section 1004 hereof at the request or direction of the Bondholders, the Trustee may require that an indemnity bond satisfactory to it, which may be a surety bond, be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

(k) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 1002. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement from the Borrower for reasonable fees for its Services rendered hereunder and all advances, counsel fees and other Expenses made or incurred by the Trustee in connection with such Services; provided, that if such Services or Expenses are occasioned by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Borrower for the reasonable fees and charges of the Trustee as paying agent and Bond Registrar for the Bond except as otherwise herein provided. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal on the Bond upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1003. Notice to Bondholders and Borrower of Certain Events. If a Default shall occur, the Trustee shall promptly give written notice thereof by certified or registered mail, postage prepaid unless such Default is cured, to the owners of the outstanding Bond shown by the list of bondholders required by Section 208 hereof to be kept at the office of the Trustee. The Trustee shall also promptly give written notice to the Borrower within five days of receipt of written notice of the occurrence of an Event of Default under the Indenture or the Agreement or a Determination of Taxability.

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Section 1004. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bond, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 1001(j), shall do so if requested in writing by the owners of a majority in aggregate principal amount of the outstanding Bond.

Section 1005. Successor Trustee. Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1006. Resignation by the Trustee. The Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice to the Issuer and to Borrower and to each holder of the Bond as shown by the list of Bondholders required by Section 208 hereof, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1008 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within 60 days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee or the holder of the Bond may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer and the Borrower and signed by not less than two-thirds owners of a majority in aggregate principal amount of the outstanding Bond and no removal shall be effective until all outstanding fees of the Trustee are paid in full.

Section 1008. Appointment of Successor Trustee. In case the Trustee hereunder shall:

- (a) resign pursuant to Section 1006 hereof;
- (b) be removed pursuant to Section 1007 hereof; or
- (c) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Borrower; provided, that if a successor Trustee is not so

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appointed within ten days after notice of resignation is mailed or instrument of removal is delivered as provided under Sections 1006 and 1007 hereof, respectively, or within ten days of Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of the outstanding Bond, by an instrument or concurrent instruments in writing signed by or on behalf of such holder, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a trust company or federally insured bank in good standing, within or outside the State of Illinois, having a reported capital and surplus and undivided profits of not less than \$20,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article X prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1009. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but, nevertheless, (1) such predecessor shall, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder and (2) every predecessor Trustee shall deliver all securities and moneys and the Bondholders List held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(End of Article X)

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