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130-156 Northwest Highway,
Palatine, Illinois

SUBORDINATE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

R E C I T A L S:

THIS SUBORDINATE MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT is made this 25th day of July, 1986, by FIRST ILLINOIS BANK OF EVANSTON, N.A., as Trustee under the provisions of a Trust Agreement dated June 18, 1985 and known as Trust No. R-3147, whose mailing address is 800 Davis Street, Evanston, Illinois 60201 ("Mortgagor"), to BT PRIVATE CLIENTS CORP., a Delaware corporation, whose address is 233 South Wacker Drive, Chicago, Illinois 60606 ("Lender").

ARTICLE I

DEFINITIONS

1.1 For all purposes of this instrument, unless the context otherwise requires:

"Indebtedness" shall mean (i) the principal and interest (of whatever nature) owed to Lender under the Note, and all other debts, obligations and liabilities of Mortgagor (or, if appropriate, Mortgagor's beneficiary or Mortgagor's beneficiary and spouse) under the Note; (ii) all other indebtedness owed by Mortgagor (or, if appropriate, Mortgagor's beneficiary or Mortgagor's beneficiary and spouse) to Lender arising pursuant to the provisions of the "Mortgage" or any of the other "Bankers Security Documents"; (iii) all renewals and extensions, in whole or in part, of all or any part of the Indebtedness described in the Note; and (iv) all funds advanced by Lender to or for the benefit of Mortgagor (or, if appropriate, Mortgagor's beneficiary or Mortgagor's beneficiary and spouse) pursuant to the provisions of the Loan Agreement, this Mortgage or any of the other Bankers Security Documents.

"Loan Agreement" shall mean the Loan Agreement dated July _____, 1986 by and among Lender and Mortgagor (or, if appropriate, Mortgagor's beneficiary or Mortgagor's beneficiary and spouse) pursuant to which the Indebtedness secured hereby has been created.

"Bankers Security Documents" shall mean the Loan Agreement, Note, this Mortgage and any other document evidencing or securing the "Indebtedness" (as hereinafter defined) and, if amended, any amendments thereof.

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"Mortgage" shall mean this Subordinate Mortgage, Assignment of Rents and Security Agreement.

"Note" shall mean the Note described in Article 2.

"Property" shall mean all of the properties, rights and interests hereinafter described and defined as the Property.

"Real Property" shall include any lands, the description of which is incorporated in Exhibit A hereof or by reference to another instrument or document.

All other defined terms in this Mortgage shall have the meaning as contained in the Loan Agreement unless the context requires otherwise.

ARTICLE 2

GRANTING CLAUSE

2.1 Mortgagor hereby grants, bargains, sells, conveys and mortgages unto Lender, its successors and assigns, FOREVER the fee interest in the Real Property situated in Cook County, Illinois, and legally described on Exhibit A attached hereto and by this reference made a part hereof.

2.2 TOGETHER WITH all right, title and interest of Mortgagor in and to all buildings and improvements now located or hereafter to be erected upon any Real Property which, or upon any real property an interest in which, is now or hereafter subject to the lien of this Mortgage (all hereinafter referred to as the "Building"), and all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, privileges, easements, rights, appendages and appurtenances now or hereafter belonging or in any way appertaining to all such Real Property.

2.3 TOGETHER WITH all the right, title and interest of Mortgagor in and to all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, all furniture, furnishings and other personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the Building or any part thereof, specifically including (but without limitation) the items listed on Exhibit B attached hereto. It is mutually agreed, intended and declared that all the aforesaid property owned by Mortgagor and placed by it on the Real Property or used in connection with the operation or maintenance of the Real Property shall, so far as permitted by law, be deemed to form a part and parcel of the Real Property and for the purpose of this Mortgage to be Real Property, and covered by this Mortgage; and as to any of the property aforesaid which does not so form a part and parcel of the Real Property or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor

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hereby grants to Lender as "Secured Party" (as such term is defined in the Uniform Commercial Code). (All of the equipment described in this Article 2.3 is hereinafter referred to as the "Building Equipment.").

2.4 TOGETHER WITH all rents, issues, royalties, profits, revenues, incomes and other benefits of and from the property and properly subject or required to be subject to the lien of the Mortgage, and all of the estate, right, title and interest of every nature whatsoever of Mortgagor in and to the same and every part and parcel thereof.

2.5 TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the property described above as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Lender, and of the reasonable attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment, all subject to the provisions of Article 4.9 hereof, and Mortgagor agrees to execute and deliver from time to time such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award or payment.

2.6 TOGETHER WITH all existing and future goods, machinery or equipment located on or attached to the Real Property which are now or in the future owned by Mortgagor and used in the operation or occupancy of the Real Property or in any construction on the Real Property but which are not effectively made Real Property under Article 2.3 above, including but not limited to all vehicles, appliances, furniture and furnishings, building service equipment, trade fixtures and building materials, supplies and equipment.

2.7 TOGETHER WITH all existing and future general intangibles relating to the development or use of the Real Property or the Building, including but not limited to all governmental permits relating to the operation of Mortgagor's business conducted on the Real Property, all existing and future names under or by which the Real Property, the Building or the business may at any time be operated or known.

2.8 TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging (all of the Real Property, Building Equipment, privileges and appurtenances described in Article 2.1 through 2.8 being hereinafter collectively referred to as the "Property").

TO HAVE AND HOLD the same unto Lender, its successors and assigns forever for the purpose of securing:

I. The payment of the Promissory Note ("Note") issued pursuant to the Loan Agreement of even date herewith, in the principal sum of Four Million and No/100 Dollars (\$4,000,000.00) made by Mortgagor's beneficiary or Mortgagor's beneficiary and spouse and payable upon demand to the order of Lender with interest thereon at the rate and payable as therein provided; with the balance of the principal remaining

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unpaid, together with unpaid interest thereon, being due and payable in full on December 31, 1991, or on the later maturity date applicable to the particular Loan or Loans (as defined in the Loan Agreement) outstanding as of December 31, 1991, which date or dates will not be later than June 30, 1993.

II. The performance and/or observance of all terms, covenants, conditions and provisions to be performed or observed by Mortgagor (or, if appropriate, Mortgagor's beneficiary or Mortgagor's beneficiary and spouse) pursuant to the terms of the Note, this Mortgage, the Loan Agreement, and any of the other Bankers Security Documents;

III. The payment of all other Indebtedness owed by Mortgagor to Lender.

ARTICLE 3

REPRESENTATIONS OF MORTGAGOR

3.1 Representations. Mortgagor hereby represents to Lender that:

(a) Mortgaged Property and Other Property. Mortgagor has good and marketable title to the Property free and clear of any liens, charges, encumbrances, security interests and adverse claims, except the Prior Mortgage (as herein defined). This Mortgage is and will remain a valid and enforceable lien on the Property junior only to the lien, operation and effect of the Prior Mortgage. Mortgagor has full power and lawful authority to subject the Property to the lien of this Mortgage in the manner and form herein contemplated. Mortgagor will preserve such title, and will forever defend the validity and priority of the lien hereof against the claims of all persons and parties whosoever.

(b) Litigation. There is not now pending against or affecting Mortgagor or the Property, nor, to the knowledge of Mortgagor, is there threatened any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would materially impair or affect Mortgagor's financial condition or operation or the Property.

(c) Other Liens. Except as otherwise provided for in the Bankers Security Documents, Mortgagor has not made any contract or arrangement of any kind the performance of which by the other party thereto would give rise to a lien on the Property or any part thereof.

(d) Use of Loan Proceeds. No part of the funds disbursed to Mortgagor pursuant to the Note have been or shall be used for the purchase or carrying of registered equity securities within the purview of Regulation G of the Federal Reserve Board, or for the purpose of releasing or retiring any indebtedness which was originally incurred for any such purpose.

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ARTICLE 4

COVENANTS

4.1 Repayment of Indebtedness. Mortgagor covenants and agrees to pay promptly the principal of and interest on all sums evidenced by the Note in accordance with its terms, to pay when due all other Indebtedness and to perform each and every agreement and condition contained in the Note, this Mortgage, the other Bankers Security Documents and any other instrument executed to secure the payment of the Indebtedness.

4.2 Other Payments. Subject to a written waiver by Lender of the requirements of this paragraph, which waiver Lender may grant or not grant in its sole discretion, and subject to the rights of any prior mortgagee, Mortgagor covenants and agrees to deposit with Lender, or a depository designated by Lender, in addition to the quarterly installments of interest due under the Note and concurrently therewith, quarterly until the Indebtedness evidenced by the Note is fully paid, the following:

(a) A sum equal to all real estate taxes and assessments ("taxes") next due on the Property (all as estimated by Lender), divided by the number of months to elapse before one month prior to the date when such taxes will become due and payable;

(b) A sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance as required in Article 4.4 hereof. Each installment shall be in an amount (all as estimated by Lender) which, by the payment of approximately equal installments, will result in the accumulation of a sufficient sum of money to pay renewal premiums upon such policies of insurance at least one month prior to the expiration of renewal date or dates of the policy or policies to be renewed.

All such payments described in this Section 4.2 shall be held by Lender or depository designated by Lender in trust without accruing or without any obligation arising for the payment of interest thereon. An adjustment in the amount of the aforesaid monthly deposit shall be made commencing with the first monthly deposit due after the date on which a change in the amount of the taxes and/or insurance premiums becomes ascertainable.

If the funds so deposited are insufficient to pay all aforesaid taxes and insurance premiums when due, Mortgagor shall, within ten (10) days after receipt of demand therefor from Lender or its agent, deposit such additional funds as may be necessary to pay such taxes and insurance premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on the next subsequent deposit or deposits.

Neither Lender nor depository shall be liable for any failure to make the payments of taxes or insurance premiums, unless Mortgagor, while not in default hereunder, shall have requested Lender or

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depository in writing to make application of such deposits to the payment of the particular taxes or premiums, accompanied by the bills therefor, provided, however, that Lender may at its option make or cause the depository to make any such application of the aforesaid deposits without any direction or request to do same by Mortgagor.

4.3 Taxes and Assessments. Mortgagor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents, or assessments and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen (hereinafter referred to as "Impositions"). Within thirty (30) days after payment of Impositions, Mortgagor shall deliver to Lender evidence of such payment in the form of the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Lender. The failure of Mortgagor to deliver to Lender said receipts or to submit other proof satisfactory to Lender as aforesaid shall constitute a default hereunder; provided, however, Lender, at its option and provided Mortgagor is not then in default hereunder, either shall make such deposits required under Article 4.2 available to Mortgagor for the payments required under this Article 4.3 or shall make such payments on behalf of Mortgagor. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of the Property or any part thereof, or any interest therein, to satisfy the same; (2) that Mortgagor has notified Lender in writing of the intention of Mortgagor to contest the same, before any tax or assessment has been increased by any interest, penalties, or costs; and (3) that Mortgagor shall have deposited with Lender at such place as Lender may from time to time in writing appoint or with another escrowee as may be required by a prior mortgagee, a sum of money or other security reasonably acceptable to Lender which (when added to monies or other security, if any, deposited with Lender pursuant to Article 4.2 hereof) shall be sufficient in the reasonable judgment of Lender to pay in full such contested tax and assessment and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the reasonable judgment of Lender, such increase is advisable. In case Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, Lender may, at its option, apply the monies and/or liquidate the securities deposited with Lender, in payment of, or on account of, such taxes and assessments, or any portion thereof then unpaid, including the payment of all penalties and interest thereon. If the amount of the money and/or security so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, Mortgagor shall forthwith upon demand either (a) deposit with Lender, a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full, or (b) in case Lender shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to an amount satisfactory to Lender. Provided Mortgagor is not then in default, Lender shall, upon the final disposition of such contest and

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upon Mortgagor's delivery to Lender of an official bill for such taxes, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon when so requested in writing by Mortgagor. If after such application of said moneys any excess remains, such excess shall be paid to Mortgagor.

4.4 Insurance.

(a) Hazard

(1) Mortgagor covenants and agrees to keep the Building and improvements now existing or hereafter erected on the Property insured under a replacement cost form of insurance policy against loss or damage resulting from fire, malicious mischief, vandalism, windstorm, flood, sprinkler leakage, risks insured against under extended coverage policies and other hazards as may be reasonably required from time to time by Lender, and to pay promptly, when due, any premiums on such insurance, provided, however, that if Lender's waiver of the monthly deposits required by Article 4.2 hereof is not then in effect, Lender, at its option and provided Mortgagor is not then in default hereunder, either shall make such deposits available to Mortgagor for the payments required under this Article 4.4, or shall make such payments on behalf of Mortgagor. All such insurance shall be in amounts at all times sufficient to prevent Mortgagor from becoming a co-insurer under the terms of the applicable policies, and in any event in amounts not less than the greater of (x) the principal balance remaining outstanding from time to time on the Note and (y) the "full insurable value" (as hereinafter defined) of the Property as determined from time to time. All insurance shall be in form and content as reasonably approved by Lender and shall be carried in companies reasonably acceptable to Lender and the policies and renewals marked "PAID" shall be delivered to Lender at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clause(s) in favor of and entitling Lender to collect any and all of the proceeds payable under all such insurance, as well as a standard waiver of subrogation endorsement. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change in ownership or of occupancy of the Property (if approved in writing by Lender) immediate notice thereof by mail shall be delivered to all insurers. In the event of any casualty loss, Mortgagor will give immediate notice by mail to Lender. Mortgagor hereby permits Lender, at Lender's option, to participate with Mortgagor in adjusting and compromising any losses under any of the insurance aforesaid and, after deducting any costs of collection, Lender, subject to the rights of any prior mortgagee, may use or apply the proceeds, at its option, as follows: (a) as a credit upon any portion of the Indebtedness secured hereby; or (b) to repairing and restoring the Building and improvements in which event Lender shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby; or (c) to deliver same to Mortgagor. If the insurance proceeds are applied as a credit upon any portion of the Indebtedness secured hereby, any

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such application of proceeds shall not extend or postpone the due dates of scheduled monthly installments under the Note or change the amount of said installments.

The term "full insurable value" as used herein shall mean actual cash value -- replacement cost without physical depreciation (inclusive of costs of excavation, foundations and footings below the lowest basement floor of the Property) to the extent available from Mortgagor's insurance companies. Not more frequently than once every year Lender shall have the right to notify Mortgagor that it elects to have the replacement value redetermined by an insurance company. The redetermination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination. The cost of such redetermination shall be paid by Mortgagor.

In the event Lender shall elect (subject to the rights of any prior mortgagee), or shall be required to apply such proceeds to restoring the Building and improvements, such proceeds shall be made available, from time to time, upon Lender's being furnished with satisfactory evidence of the estimated cost of such restoration and with such architect's certificate, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Lender may reasonably require and approve, and if the estimated cost of the work exceeds Twenty-Five Thousand Dollars (\$25,000.00), with all plans and specification for such rebuilding or restoration as Lender may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all time the undisbursed balance of said proceeds remaining in the hands of Lender shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment of the Indebtedness secured hereby, all right, title and interest of Mortgagor, in and to any insurance policies then in force, and any claims or proceeds thereunder shall pass to Lender or any purchaser or grantee. If Mortgagor shall fail to keep the Property insured in accordance with this subparagraph (a), Lender may, at any time and at its own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance in such amount, and carried in such company, as it may determine.

(ii) Notwithstanding any provision in subparagraph (a)(i) above to the contrary, in the event of any such loss or damage as therein described to the Building or improvements upon the Property, it is hereby agreed that Lender shall make the proceeds received under any such insurance policies as herein described available for the rebuilding and restoration of the Building and other improvements so damaged, subject to the following conditions: (x) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (y) that all then existing leases shall continue in full force and effect without reduction or abatement of rental (except during the period of

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untenantability); (z) that Lender shall first be given satisfactory proof that such Building and other improvements have been fully restored or that by the expenditures of such money will be fully restored to the equivalent of their original condition or such other condition as Lender may approve in writing, free and clear of all liens, except as to the lien of this Mortgage; (xx) that in the event such proceeds shall be insufficient to restore or rebuild the said Building and other improvements, Mortgagor shall deposit promptly with Lender the amount deficient in order to restore and rebuild the said Property; (yy) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the Building and other improvements to the equivalent of their original condition or such other condition as Lender may have approved in writing, then Lender, at its option, may restore or rebuild the Building and other improvements to the equivalent of their original condition or such other condition as Lender may have approved in writing for or on behalf of Mortgagor and for such purpose may do all necessary acts, including using said funds deposited by Mortgagor as aforesaid; (zz) that the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Lender, of the Indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such insurance proceeds as provided herein shall become applicable. Under no circumstances shall Lender become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases nor obligated to take any action to restore the said Building and other improvements.

(b) Liability

Mortgagor covenants and agrees to carry and maintain comprehensive Public Liability Insurance against any and all claims (including all costs and expenses of defending the same) for bodily injury or death and for property damage occurring upon, in or about the Property in an amount of not less than \$2,000,000.00 combined single limit and otherwise in forms and with companies reasonably satisfactory to Lender. The Policy shall name Lender as an additional insured party named thereunder. Certificates of such insurance, premiums prepaid, shall be deposited with Lender and shall contain provision for thirty (30) days' notice to Lender prior to any cancellation thereof.

(c) Explosion

Mortgagor covenants and agrees to carry explosion insurance in respect of boilers, heating apparatus or other pressure vessels, if any, at the time located on the Property in such companies and in such amounts as shall from time to time be reasonably satisfactory to Lender.

(d) Other Insurance

Such other insurance, with such companies, in such amounts and against such insurable risks, as from time to time may reasonably be required by Lender.

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4.5 Lender's Interest In and Use of Deposits. Notwithstanding anything to the contrary contained in this Mortgage, all monies on deposit with Lender, or depository designated by Lender, shall be held by Lender or said depository in trust without accruing or without any obligation arising for the payment of interest thereon or for the segregation thereof. In the event of a default in any of the provisions contained in this Mortgage or in the Note or in the Bankers Security Documents or in any other instrument securing the payment of the Indebtedness, Lender may at its option, without being required to do so, apply any monies at the time on deposit with Lender or said depository pursuant to the terms of this Mortgage or the Bankers Security Documents, as any one or more of the same may be applicable, on any of Mortgagor's obligations contained herein or in the Note or the Bankers Security Documents or any other instrument securing the payment of the Indebtedness, in such order and manner as Lender may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor, its successor or assigns. Such deposits are hereby pledged as additional security for the Indebtedness and shall be held in trust to be irrevocably applied by Lender or the depository for the purposes for which such deposits are made and shall not be subject to the direction or control of Mortgagor.

4.6 Preservation of Lien Priority by Mortgagor.

(a) This Mortgage is and will be maintained as a valid lien on the Property junior only to the Prior Mortgage. Mortgagor will not, directly or indirectly, create or suffer or permit to be created or to stand against the Property, or any portion thereof, or against the rents, issues, profits, or income therefrom, any lien or charge prior to, subordinate to or on a parity with the lien of this Mortgage without the prior written consent of Lender; provided, however, that nothing contained herein shall require Mortgagor to pay any Impositions prior to the time the same shall become due and payable. Mortgagor will keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Buildings now or hereafter erected on the Property. If any such liens shall be filed against the Property, Mortgagor agrees to discharge the same of record within thirty (30) days after filing of such lien; provided, however, that Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim upon furnishing to Lender such security or indemnity or other assurances as Lender may reasonably require. In no event shall Mortgagor do or permit to be done, or omit to do or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Mortgage.

(b) All property of every kind acquired by Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof and without any further conveyance, assignment, or transfer, become subject to the lien of this Mortgage. Nevertheless, Mortgagor will do, execute, acknowledge, and deliver all such further acts, conveyances, mortgages, and assurances as Lender shall reasonably require for accomplishing the purposes of this Mortgage, including,

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without limitation, executing, acknowledging, and delivering, from time to time, such further instrument (including Security Agreements) satisfactory to Lender, as may be requested by Lender to confirm the lien of this Mortgage on the Property, the Building and any Building Equipment, and Mortgagor shall pay any and all fees for filing such instruments.

(c) If any action or proceeding shall be instituted to evict Mortgagor or to recover possession of the Property or for any other purpose affecting this Mortgage or the lien of this Mortgage, Mortgagor shall, immediately upon service thereof on or by Mortgagor, deliver to Lender a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however, designated, served in such action or proceedings.

4.7 Maintenance of Property. Mortgagor will not (i) commit any waste on the Property, or (ii) take any actions that might invalidate any insurance carried on the Property or (iii) abandon the Property. Mortgagor at its sole cost and expense will maintain the Property in good condition and make all necessary repairs consistent with the aforesaid, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen. No improvements may be removed, demolished or materially altered without the prior written consent of Lender. All repairs shall be equal in quality and class to the original work. No personal property in which Lender has a security interest may be removed from the Property unless it is immediately replaced by similar property of at least equivalent value on which Lender will immediately have a valid first lien and security interest.

4.8 Compliance with Laws. Mortgagor agrees to comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions and requirements of all Federal state and municipal governments, courts, departments, commissions, boards and officers, any National or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to the Property, or to the use or manner of use of the Property or to the use or manner of Mortgagor's conducting its business thereon whether or not such law, statute, ordinance, order, rule, regulation, restriction or requirement shall necessitate structural changes or improvements, for the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Property, or onto or over property contiguous or adjacent thereto, and including without limitation, all zoning, building code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions and requirements.

4.9 Condemnation. Mortgagor agrees that, provisions in any other documents now in existence or hereafter executed dealing with the Property to the contrary notwithstanding, in the event that the Property, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain, or by conveyance in lieu of condemnation (hereinafter collectively called

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"Proceedings"), Mortgagor and Lender shall have the right to participate in any such proceedings at Mortgagor's expense, including reasonable attorneys' fees, and, subject to the rights of any prior mortgagee, any award that may be made or any proceeds thereof shall be deposited with Lender and distributed in the manner herein set forth. The parties agree to execute any and all further documents that may be required in order to facilitate collection of any award or awards and the making of any such deposit. Lender shall use or apply the proceeds of such award or awards in the same manner as is set forth in Section 4.4(a) hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the Property. Mortgagor covenants and agrees that Mortgagor will give Lender immediate notice of the actual or threatened commencement of any proceedings affecting all or any part of the property and will deliver to Lender copies of any and all papers served in connection with any proceedings. Mortgagor covenants and agrees to execute and deliver to Lender such other documents as may be required by Lender to effect an assignment of the award.

4.10 Transfer of Ownership. If Mortgagor, its successors in interest or assigns, shall, without the prior written consent of Lender first had and received: (a) voluntarily or involuntarily sell, assign, transfer, lease with option to purchase, dispose of or further encumber with instruments to secure the repayment of debt, all or any portion of or any interest (including the beneficial interest under a land trust) in the Property; (b) be divested of title in any manner, whether voluntarily or involuntarily, then in any of such events the remaining indebtedness evidenced by the Note and secured by this instrument, and the other Bankers Security Documents at the option of Lender, and without demand or notice, shall immediately become due and payable.

4.11 Stamp Tax. If at any time the United States Government, or any other federal, state or municipal governmental subdivision, shall require Internal Revenue or other documentary stamps or tax hereon or on the Note secured hereby, then the indebtedness and the accrued interest thereon shall be and become due and payable at the election of Lender thirty (30) days after the mailing of Notice of such election to Mortgagor; provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect if Mortgagor lawfully may pay for such stamps or such tax including interest and penalties thereon to or on behalf of Lender and Mortgagor does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

4.12 Effect of Change in Laws Regarding Taxation. In the event of the enactment, after this date, of any law of the state in which the Property is located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Lender's interest in the Property, or the manner of collection of any such taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, Mortgagor, upon demand by Lender, shall pay such taxes or assessments, or reimburse Lender

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therefor (the portion of any such taxes payable by Mortgagor being equal to the tax which would be payable by Lender if this were the only mortgage held by Lender); provided, however, that if, in the reasonable opinion of counsel for Lender, (a) it would be unlawful to require Mortgagor to make such payment or (b) the making of such payment would result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Lender may elect, by notice in writing given to Mortgagor, to declare all of the Indebtedness to be and become due and payable within seventy-five (75) days from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Mortgagor is not obligated to pay any portion of Lender's federal, state or local income tax or any tax measured by gross revenues of Lender.

4.13 Subordination. This Mortgage is subject and subordinate to the lien of a certain mortgage dated August 1, 1973, and recorded in the Office of the Recorder of Cook County, Illinois on October 12, 1973 as Document No. 22511335, made by First National Bank and Trust Company of Evanston as Trustee under the provisions of a Trust Agreement dated May 23, 1973 and known as Trust No. R-1630, as mortgagor, to Quinlan and Tyson Mortgage Corporation, as mortgagee, securing payment of a note in the principal sum of \$1,200,000.00 and a certain mortgage dated July 24, 1985, and recorded in the Office of the Recorder of Cook County, Illinois on July 25, 1985 as Document No. 85117794, made by Mortgagor, as mortgagor, to Bancamerica Business Credit Corporation, as mortgagee, securing payment of a note in the principal sum of \$4,000,000.00 (herein collectively "Prior Mortgage"). Any act of default by Mortgagor under the provisions of the Prior Mortgage or the note secured thereby shall be deemed to be an Event of Default under the provisions of this Mortgage and Lender shall be entitled to all the remedies set forth in Article 4.22 of this Mortgage. Notwithstanding anything contained herein to the contrary, Lender acknowledges that Mortgagor's obligations concerning the Property under the terms of the Prior Mortgage are or may be different from Mortgagor's obligations hereunder; and, accordingly, no action taken by Mortgagor in compliance with the terms of the Prior Mortgage shall be deemed to be an Event of Default hereunder.

4.14 Default Interest Rate; Late Charge. Mortgagor shall pay the principal of and interest on the Indebtedness and any and all other sums or amounts due pursuant hereto. Time being of the essence, if any installment of principal or interest or any other payment of the Indebtedness is not paid when due and such failure to pay is not cured within ten (10) days after delivery of written notice thereof to Mortgagor, the entire principal sum may, at the option of Lender, become due and payable, and it shall thereafter bear interest at the Default Rate provided for in the Note from the due date thereof until paid, and such default interest shall be secured by this Mortgage; and, additionally, a late charge may be assessed at the option of Lender as set forth in the Note, and such late charge shall be secured by this Mortgage.

4.15 Lender's Right to Cure Mortgagor's Default. In the event that Mortgagor shall fail to pay any sum due hereunder prior to delinquency, whether for taxes, insurance premiums, or other charges, Lender after notice to Mortgagor may, but shall not be obligated to,

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(i) within thirty (30) days after request by Lender, a written statement executed by Mortgagor and notarized, setting forth the amount then secured by this Mortgage, and whether any offsets or defenses exist against the Indebtedness, and if any offsets or defenses are alleged to exist, specifying the nature of such alleged offsets or defenses; and

(ii) within thirty (30) days after request by Lender, such other information with respect to the Property as Lender may from time to time reasonably request.

(b) Lender will deliver to Mortgagor within a reasonable period of time after written request from Mortgagor a statement setting forth (i) the then outstanding principal balance due under the Note; (ii) the amount of all deposits being held by Lender pursuant to the terms hereof; (iii) the date of the last payment made by Mortgagor to Lender in connection with the Loan; and (iv) whether Mortgagor is in default pursuant to the terms of this Mortgage or any of the other Bankers Security Documents.

4.20 Zoning and Restrictive Covenants. Mortgagor will not initiate, join in, or consent to any change in any zoning ordinance or classification, any private restrictive covenant, or any other public or private restriction limiting or defining the uses which may be made of the Property or any part thereof, without the express written consent of Lender. If under applicable zoning provisions the use of all or any part of the Property is or becomes a nonconforming use, Mortgagor will not cause or permit such use to be discontinued or abandoned without the express written consent of Lender.

4.21. Regulations U and G. Mortgagor covenants that no part of the proceeds of the Note will be used to purchase or carry any margin stock (within the meaning of Regulations U and G of the Board of Governors of the Federal Reserve System) or for retiring any indebtedness which was originally incurred for such purpose.

4.22 Default and Remedies.

(a) The whole of the Indebtedness shall become immediately due and payable at the option of Lender and without notice to Mortgagor after the occurrence of any of the following events of default ("Events of Default"):

(i) default in payment of any installment of the principal of or interest on the Note when due, whether at the stated maturity thereof or otherwise, or default in the payment when due of any other sum due Lender hereunder or under any of the other Bankers Security Documents and such default is not cured within ten (10) days after delivery of written notice thereof to Mortgagor;

(ii) lapse or cancellation of any insurance policies required herein;

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(iii) if any default not involving the payment of monies due pursuant to the terms of the Loan Agreement, the Note, this Mortgage, the other Bankers Security Documents, shall occur either in the due observance and performance of any covenant, condition, or agreement herein and such default is not cured within thirty (30) days after Lender's notice to Mortgagor of such default, except that it shall not be an Event of Default if such default cannot reasonably be cured within said thirty (30) days but Mortgagor commences such cure within said thirty (30) days and diligently prosecutes all action necessary to effect such cure;

(iv) if Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future Federal bankruptcy act or any other present or future applicable Federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Mortgagor or of any substantial part of or all the properties of Mortgagor or of the Property;

(v) if within ninety (90) days after the commencement of any proceeding against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future Federal bankruptcy act or any other present or future applicable Federal, state, or other statute or law, such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment, without the consent or acquiescence of Mortgagor or of any trustee, receiver, or liquidator of Mortgagor or of any or a substantial part or all of their respective properties, or of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(vi) if an "Event of Default" shall occur under any of the Bankers Security Documents or the Prior Mortgage;

(vii) Should any representation made or information supplied by Mortgagor prove to be untrue in any material respect and not be made good within thirty (30) days after notice to Mortgagor.

(b) If an Event of Default shall occur under Article 4.22(a) (iv) or (a)(v) hereof, then and in such event Mortgagor (or in the event of bankruptcy the trustee in bankruptcy), its successors and assigns may cure such default within the applicable grace period or as may otherwise be provided by law, provided that adequate assurances of future performance are given to Lender of Mortgagor's (or Mortgagor's beneficiary's) ability to fulfill the terms and conditions of this Mortgage and the Bankers Security Documents. For purposes of this Mortgage the term "adequate assurance" shall include:

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(i) Assurance to Lender of the availability of sufficient funds which when added to the principal balance of the Note will permit the required payments to Lender as provided for in the Bankers Security Documents;

(ii) Ratification, approval, republication and reaffirmation of the terms, conditions, and provisions of the Bankers Security Documents and all other documents contemplated therein by Mortgagor, its successors and assigns and/or the trustee in bankruptcy;

(iii) Lender's determination that there are no defaults under the Note or any other obligation or indebtedness by which Mortgagor, its successors and/or assigns or the trustee in bankruptcy are bound.

(c) Upon the occurrence of an Event of Default, all Indebtedness of Mortgagor hereunder or under the Note or any of the Bankers Security Documents shall bear interest at the default rate set forth in the Note.

(d) Upon the occurrence of an Event of Default hereunder then Lender, at its option and without further notice, may declare all Indebtedness of Mortgagor to Lender immediately due and payable and apply any sums received thereafter upon such Indebtedness in such manner as Lender elects, all such further notice being expressly waived by Mortgagor.

(e) At any time during the existence of any such default, Lender may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

(f) No failure by Lender to insist upon the strict performance of any covenant, agreement, term, or condition of this Mortgage, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Mortgage to be performed or complied with by Mortgagor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by Lender. No waiver of any breach shall affect or alter this Mortgage, but each and every covenant, agreement, term and condition of this Mortgage shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

4.23 Waiver of Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the Property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose

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such lien may order the Property sold as a whole or in separate parcels. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Sections 12-124 or 12-125, as applicable, of the Illinois Revised Statutes, as may be amended.

4.24 Mortgagee In Possession.

(a) In any case in which, under the provisions of this Mortgage, a Lender has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Lender (but subject to the rights of any prior mortgagee), Mortgagor shall surrender to Lender and Lender shall be entitled to take actual possession of the Property, or any part thereof, personally or by its agent or attorneys, as for condition broken and Lender in its discretion may enter upon and take and maintain possession of all or any part of said Property, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Property relating thereto, and may exclude Mortgagor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Lender and under the powers herein granted:

(i) hold, operate, manage, and control the Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the property including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof;

(iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all

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persons whose interests in the Property are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(v) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Lender may seem judicious, to insure and reinsure the Property and all risks incidental to Lender's possession, operation, and management thereof and to receive all avails, rents issues, and profits.

(b) Any avails, rents, issues and profits of the Property received by Lender after having possession of the Property, or pursuant to any assignment thereof to Lender under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in such order as Lender (or in case of a receivership, as the court) may determine:

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

(ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage;

(iii) to the payment of all repairs, renewals, replacements, alterations, additions, betterments, and improvements of said Property, and of placing said Property in such condition as will, in the judgment of Lender or receiver, make it readily rentable;

(iv) to the payment of any Indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(v) any overplus or remaining funds to Mortgagor, its successors, or assigns, as their rights may appear.

4.25 Application of Proceeds of Foreclosure Suit. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings; second, all Indebtedness remaining unpaid and third, any overplus to Mortgagor, Mortgagor's beneficiary or their successors, or assigns, as their rights may appear.

4.26 Receiver. In any action to foreclose this Mortgage or in the event any default shall exist as to any of the terms, covenants,

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conditions, representations or warranties of this Mortgage, as now or hereafter modified or extended, or of the obligations secured hereby, Lender shall have the right, with the irrevocable consent of Mortgagor hereby given and evidenced by the execution of this Mortgage, to forthwith obtain appointment of a receiver by any court of competent jurisdiction without further notice to Mortgagor, to enter upon and take possession of the Property, including all personal property used upon or in connection with the real property herein conveyed and all bank accounts containing funds associated with the Property, and to let the Property and receive all the rents, issues, profits and income thereof, including accounts receivables, due or to become due, and apply the same after payment of all necessary charges and expenses, on account of the Indebtedness. Said rents, issues, profits, and income are, in the event of such default which shall not have been cured or in the event of such foreclosure action, hereby assigned to Lender as additional security for the Indebtedness, together with the leases and all other documents evidencing such rents, issues, profits, income, bank accounts and any and all deposits held as security under the leases. At the option of Lender, such entry and taking possession of the Property by the receiver shall be accomplished whether by actual entry and possession or by notice to Mortgagor.

4.27 Cost of Defending Title to Property. In the event Lender is made a party to any action affecting this Mortgage or the title to the Property, Mortgagor agrees that Lender may at its option defend such action, and in the event Lender elects to defend, all court costs and reasonable expenses thereof, including reasonable attorneys' fees, and reasonable costs of evidence of title to the Property, shall become Indebtedness hereunder and secured hereby.

4.28 Notices. All notices, demands, and requests given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if and when delivered in person or sent by tested telex or telecopier or three (3) business days after having been deposited in any post office, branch post office, or mail depository regularly maintained by the U.S. Postal Service and sent by U.S. certified mail, postage prepaid, addressed as follows:

To Mortgagor:

Lawrence and Nancy Starkman
c/o Starkman & Associates
600 Davis Street
Evanston, Illinois 60201

With a copy to:

Robbins, Rubinstein, Salomon
& Greenblatt
25 East Washington Street
Suite 1000
Chicago, Illinois 60602
Attn: Edward S. Salomon

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To Lender:

BT Private Clients Corp.
c/o Bankers Trust Company
233 South Wacker Drive
Chicago, Illinois 60606
Attn: Gregory P. Pace

With a copy to:

McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603
Attn: David P. DeYoe

or addressed to each respective party at such other address as such party may hereafter furnish to the other parties in writing.

4.29 Lender's Remedies Cumulative. Each right, power, and remedy herein conferred upon Lender is cumulative of every other right or remedy of Lender, whether conferred herein or by law, and may be enforced concurrently. A waiver in one or more instances of any of the terms, covenants, conditions, or provisions hereof, of the Note, or of any of the Bankers Security Documents shall apply only to the particular instance or instances and at the particular time or times, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions, and other provisions of this Mortgage and the Note shall remain in full force and effect.

4.30 Mortgage as Security Agreement and Financing Statement. This Mortgage shall cover the Building Equipment and all other property affixed or hereafter affixed to or located upon or hereafter located upon the Real Property described herein, which to the fullest extent permitted by law shall be deemed fixtures and a part of the Real Property, and all articles of personal property and all materials delivered to the Property for incorporation or use in the conduct of Mortgagor's business being conducted thereon and owned by Mortgagor. To the extent any property covered by this Mortgage consists of rights in action or personal property covered by the Uniform Commercial Code, this Mortgage constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such property in favor of Lender. This Mortgage shall be self-operative with respect to such property, but Mortgagor agrees to execute and deliver on demand such security agreement, financing statement, and other instruments as Lender may request in order to impose the lien hereof more specifically upon any of such property and to pay all recording and/or filing fees associated therewith. If the lien of this Mortgage on any property is subject to a prior security agreement covering such property, then in the event of any default hereunder, all the right, title, and interest of Mortgagor in and to any and all deposits thereon is hereby assigned to Lender, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Mortgage as a security agreement and financing statement, Lender shall be deemed to be the secured party and Mortgagor shall be deemed to be the debtor.

4.31 Effect of Foreclosure on Insurance Claims. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment of the Indebtedness, all right, title, and interest of

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Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. In the event that prior to any such transfer of title, any claim under any hazard insurance policy has not been paid and distributed in accordance with the terms of this Mortgage and any such claim shall be paid after any such transfer of title, then, to the extent the Indebtedness was not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid shall belong to and be the property of Lender and shall be paid to Lender, and Mortgagor hereby assigns, transfers, and sets over to Lender all of its respective right, title, and interest in and to said sum. The balance, if any, shall belong to Mortgagor as its interests may appear. Notwithstanding the above, Mortgagor shall retain an interest in the insurance policies above described during any redemption period.

4.32 No Violation of Agreement by Mortgagor. Mortgagor covenants that the Bankers Security Documents are valid and enforceable obligations of Mortgagor in accordance with their respective terms, and that neither the Bankers Security Documents or the performance or observance by Mortgagor of any of the matters or things in the Bankers Security Documents provide for or contravene any covenant in any indenture or agreement affecting Mortgagor.

4.33 Further Assurance. Mortgagor at its expense, will execute, acknowledge and deliver such instruments and take such actions as Lender from time to time may reasonably request for the further assurance to Lender of the properties and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be.

4.34 Defeasance. If (a) Mortgagor shall pay the Indebtedness including the principal, interest and premium, if any, due under the Note, in accordance with the terms thereof and hereof, and if it shall pay all other sums payable hereunder and shall comply with all other terms hereof and of the Note, and other Bankers Security Documents, or (b) the construction loan referenced in Section 7.1(k) of the Loan Agreement shall close and Mortgagor shall pay to Bankers the amount of \$1.00 and shall comply with all the other terms hereof and of the Note and other Bankers Security Documents, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void, and thereupon Lender, upon the written request and at the expense of Mortgagor, shall execute and deliver to Mortgagor such instruments as shall be requisite to evidence of record the satisfaction of the Mortgage and the lien thereof, and any sums at the time held by Lender for the account of Mortgagor pursuant hereto shall be paid over to Mortgagor or as Mortgagor may direct.

4.35 Severability of Clauses. In the event that any term, covenant, condition, or provision of this Mortgage or the Loan Agreement, the Note or other Bankers Security Documents shall be held to be invalid, illegal, or unenforceable, the Loan Agreement, the Note, this Mortgage, or other Bankers Security Documents shall be construed without such provision.

4.36 Writing Required. No change, amendment, modification, cancellation, or discharge of this Mortgage, or any part hereof, shall

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be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

4.37 Binding Effect. This Mortgage shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.38 Applicable Law. This Mortgage shall be governed the laws of the State of Illinois.

4.39 Not a Joint Venture or Partnership. This Mortgage and the other documents executed in connection with the Loan are intended to create only a debtor/creditor relationship between Mortgagor and Lender, and Mortgagor acknowledges and agrees that nothing contained herein or therein shall be construed in any way as creating a joint venture, partnership, joint tenancy or tenancy in common between Mortgagor and Lender.

4.40 Trustee's Exculpation. This Mortgage is executed by First Illinois Bank of Evanston, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Illinois Bank of Evanston, N.A. hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Illinois Bank of Evanston, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said First Illinois Bank of Evanston, N.A. personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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

MORTGAGOR:

FIRST ILLINOIS BANK OF EVANSTON,
N.A., as Trustee under Trust No.
R-3147

By: James M. Weber
FINANCIAL SERVICES OFFICER

Attest: Charles W. Tranel
CLIENT EXECUTIVE

Page 2 CONTAINING EXONERATION
PLEASE ATTACHED BEFORE EXECUTION

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MORTGAGE

THIS MORTGAGE is executed by the First Illinois Bank of Evanston, N.A. not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on First Illinois Bank of Evanston, N.A. personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained. all such liability, if any, being expressly waived for the Trustee only by every person now or hereafter claiming any right or security hereunder, and that the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, or to the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantor, co-signer, or endorser.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~ARNE W. COOPER~~ FINANCIAL SERVICES OFFICER, President of FIRST ILLINOIS BANK OF EVANSTON, N.A., a national banking association, and ~~ARNE W. COOPER~~ CLIENT EXECUTIVE, Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such ~~FINANCIAL SERVICES OFFICER~~ President and ~~CLIENT EXECUTIVE~~ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said ~~CLIENT EXECUTIVE~~ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of August, 1986.

Arne W. Cooper
Notary Public

My Commission Expires:

11-15-88

THIS INSTRUMENT PREPARED BY:

David P. DeYoe
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Chicago, Illinois 60603

Cook County Clerk's Office

86360242

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800-331-1111

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6 3 6 0 2 4 2

EXHIBIT A

Legal Description

Property Address: 130-156 Northwest Highway, Palatine, Illinois

Permanent Index No's: 02-15-201-012, 02-15-201-013 and 02-15-201-014

DEPT-01 RECORDING \$34.4
TH3333 TRAN 4232 08/18/86 13:49:00
#7067 # A *-86-360242
COOK COUNTY RECORDER

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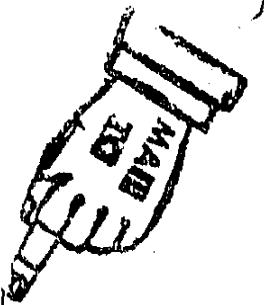
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Return to: David DeHoe
111 W. Washington
Suite 2000
Chicago, IL 60603

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