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Alvin L. Kruse
James A. Schraidt
Beyfarth, Shaw, Fairweather &
Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

See Page 34

This instrument prepared by and
to be returned after recording to:

Addresses and Tax Numbers:

Property of Cook County Clerk's Office

87481344

Dated as of August 1, 1987

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

to

LAKE COUNTY TRUST COMPANY,
an Indiana corporation,
as Trustee under a Trust Agreement dated
December 3, 1971, and known as Trust No. 1755,
and not personally

and

LASALLE NATIONAL BANK,
a national banking association,
as Trustee under a Trust Agreement dated
September 1, 1976, and known as Trust No. 51349,
August 1, 1968, and known as Trust No. 38366,
and as Trustee under a Trust Agreement dated
April 16, 1973, and known as Trust No. 45817,
and not personally

from

MORTGAGE AND SECURITY AGREEMENT

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71-25-158; 71-25-159 and 71-25-160

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MORTGAGE AND SECURITY AGREEMENT

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT dated as of August 1, 1987, from LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated September 1, 1976, and known as Trust No. 51349, as Trustee under a Trust Agreement dated August 1, 1968, and known as Trust No. 38366, and as Trustee under a Trust Agreement dated as of April 16, 1973, and known as Trust No. 45817, and not personally, and LAKE COUNTY TRUST COMPANY, an Indiana corporation, as Trustee under a Trust Agreement dated December 3, 1971, and known as Trust No. 1755, and not personally (the "Mortgagors"), to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee");

W I T N E S S E T H:

WHEREAS, the Mortgagors have, concurrently herewith, executed and delivered to the Mortgagee their Mortgage Note in the principal sum of Five Million Eight Hundred Thousand and No/100 Dollars (\$5,800,000) (the "Note"), bearing even date herewith, payable to the order of the Mortgagee, and due on June 30, 1992; and

WHEREAS, the Note evidences a loan in the aggregate amount of up to Five Million Eight Hundred Thousand and No/100 Dollars (\$5,800,000) being made by the Bank to the Mortgagors, for the benefit of the Beneficiaries (as defined in Article I hereof), for the purpose of providing mortgage financing for the real estate described in Exhibit A attached hereto and the improvements located thereon, which are designed for use as industrial buildings; and

WHEREAS, the said loan is being made pursuant to the Commitment (as defined in Article I hereof), which provides that the loan is to be disbursed in part at the time of the execution and delivery of this Mortgage and in part in one or more future advances as a revolving credit;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness hereby secured, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors hereby grant, bargain, sell, convey and mortgage to the Mortgagee and its successors and assigns forever, under and subject to the terms and conditions hereinafter set forth, all of the Mortgagors' right, title and interest in and to the real property located in the County of Cook, State of Illinois, and the County of Elkhart, State of Indiana, described in Exhibit A attached hereto and by this reference incorporated herein, including all improvements now and hereafter located thereon;

TOGETHER WITH THE FOLLOWING:

(a) All rents, issues, profits, royalties and income with respect to the said real estate and improvements and other benefits derived therefrom, subject to the right, power and authority given to the Mortgagors to collect and apply same; and

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(b) All right, title and interest of the Mortgagors in and to all leases or subleases covering the said real estate and improvements or any portion thereof now or hereafter existing or entered into, including, but not limited to, the Leases (as defined in Article I hereof) and all right, title and interest of the Mortgagors thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature; and

(c) All privileges, reservations, allowances, hereditaments and appurtenances belonging or pertaining to the said real estate and improvements and all rights and estates in reversion or remainder and all other interests, estates or other claims, both in law and in equity, which the Mortgagors now have or may hereafter acquire in the said real estate and improvements; and

(d) All easements, rights-of-way and rights used in connection with the said real estate and improvements or as a means of ingress and egress thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; and

(e) All right, title and interest of the Mortgagors, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the said real estate and improvements, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the said real estate and improvements; and

(f) Any and all buildings and improvements now or hereafter erected on the said real estate, including, but not limited to, all the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements; and

(g) All materials intended for construction, reconstruction, alteration and repairs of the said real estate and improvements, all of which materials shall be deemed to be included within the said real estate and improvements immediately upon the delivery thereof to the said real estate; and

(h) All fixtures now or hereafter owned by the Mortgagors and attached to or contained in and used in connection with the said real estate and improvements, including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property owned by the Mortgagors and used or useful in the operation of the said real estate and improvements; and all renewals, substitutions and replacements for any or all of the foregoing, and all proceeds therefrom, whether or not the same

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are or shall be attached to the said real estate and improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by the Mortgagors and placed by them on and in the said real estate and improvements shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to any of the aforesaid property which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code of Illinois), this Mortgage is deemed to be a security agreement under the Uniform Commercial Code of Illinois and the Uniform Commercial Code of Indiana for the purpose of creating hereby a security interest in such property, which the Mortgagors hereby grant to the Mortgagee as secured party; and

(i) All the estate, interest, right, title, other claim or demand, including claims or demands with respect to any proceeds of insurance related thereto, which the Mortgagors now have or may hereafter acquire in the said real estate and improvements or personal property and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the said real estate and improvements or personal property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages;

the said real estate and improvements and the property and interests described in (a) through (i) above being collectively referred to herein as the "Premises".

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING:

(a) Payment of the indebtedness evidenced by the Note, and including the principal thereof and interest thereon and any and all modifications, extensions and renewals thereof, and including all advances thereon at the time of the recording of this Mortgage and all future advances thereon pursuant to the revolving credit provisions of the Commitment (as defined in Article I hereof), all of which advances are intended to and shall have priority from the date of the recording of this Mortgage, and performance of all obligations of the Mortgagors under the Note; and

(b) Performance and observance by the Mortgagors of all of the terms, covenants and provisions of this Mortgage; and

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(c) Performance and observance by the parties thereto of all of the terms, covenants and provisions of the other Loan Documents (as defined in Article I hereof); and

(d) Payment of all sums advanced by the Mortgagee to perform any of the terms, covenants and provisions of this Mortgage or any of the other Loan Documents (as defined in Article I hereof), or otherwise advanced by the Mortgagee pursuant to the provisions hereof or any of such other documents to protect the property hereby mortgaged and pledged; and

(e) Performance and observance of all of the terms, covenants and provisions of any other instrument given to evidence or further secure the payment and performance of any indebtedness hereby secured or any obligation secured hereby; and

(f) Payment of any future or further advances (not exceeding \$100,000,000) which may be made by the Mortgagee at its sole option to and for the benefit of the Mortgagors, their successors, assigns and legal representatives.

PROVIDED, HOWEVER, that if the Mortgagors shall pay the principal and all interest as provided in the Note, and shall pay all other sums herein provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagors, otherwise to remain in full force and effect.

TO PROTECT THE SECURITY OF THIS MORTGAGE AND SECURITY AGREEMENT, THE MORTGAGOR HEREBY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The terms defined in this Section (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Mortgage shall have the respective meanings specified in this Section.

"Assignment of Rents" means the Assignment of Rents and Leases dated as of August 1, 1987, from the Mortgagors and the Beneficiaries to the Mortgagee.

"Beneficiaries" means 148th McKinley Building, an Illinois limited partnership, sole beneficiary of Trust No. 51349, Dansher Industrial Venture, an Illinois limited partnership, sole beneficiary of Trust No. 38366, Newberry Properties, an Illinois joint venture, sole beneficiary of Trust No. 45817, and Adlake Enterprises, an Illinois joint venture, sole beneficiary of Trust No. 1755.

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"Commitment" means the commitment letter dated August 1, 1987, from the Mortgagee to the Mortgagors and the Beneficiaries.

"Guarantor" means Joseph S. Beale, the owner of a controlling interest in each of the Beneficiaries except Newberry Properties, in which he owns a 44.56% interest.

"Guaranty" means the Guaranty of Payment and Performance dated as of August 1, 1987, from the Guarantor to the Mortgagee.

"Hazardous Material" means any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

"Irrevocable Rights to Approve" means the Irrevocable Right to Approve dated as of August 1, 1987, from each of the Beneficiaries to the Mortgagee.

"Leases" means the leases described in Exhibit B attached hereto.

"Loan Documents" means the Commitment, the Note, this Mortgage, the Assignment of Rents, the Security Agreement, the Irrevocable Rights to Approve, the Guaranty, and all other documents and instruments at any time evidencing and securing the indebtedness secured by this Mortgage.

"Mortgage" means this Mortgage and Security Agreement dated as of August 1, 1987, from the Mortgagors to the Mortgagee.

"Mortgagee" means The Northern Trust Company, an Illinois banking corporation.

"Mortgagors" means LaSalle National Bank, a national banking association, not personally, but solely as Trustee under a Trust Agreement dated September 1, 1976, and known as Trust No. 51349, as Trustee under a Trust Agreement dated August 1, 1968, and known as Trust No. 38366, and as Trustee under a Trust Agreement dated April 16, 1973, and known as Trust No. 45817, and Lake County Trust Company, an Indiana corporation, not personally, but solely as Trustee under a Trust Agreement dated December 3, 1971, and known as Trust No. 1755.

"Note" means the Mortgage Note of the Mortgagors dated August 1, 1987, in the principal amount of \$5,800,000, made payable to the order of the Mortgagee.

"Permitted Encumbrances" means (i) this Mortgage; (ii) the Assignment of Rents; (iii) the Security Agreement; (iv) Uniform

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Commercial Code financing statements reflecting the Mortgagee as secured party; (v) leases of the Premises, provided same are subordinate to or provide for subordination to this Mortgage and the Assignment of Rents; (vi) liens for ad valorem taxes and special assessments not then delinquent; and (vii) those additional permitted encumbrances set forth in Exhibit C hereto.

"Premises" means the real estate described in Exhibit A attached hereto and all improvements now and hereafter located thereon, and all other property, rights and interests described in the foregoing granting clauses of this Mortgage.

"Property A" means the property described as Property A in Exhibit A attached hereto.

"Property B" means the property described as Property B in Exhibit A attached hereto.

"Property C" means the property described as Property C in Exhibit A attached hereto.

"Property D" means the property described as Property D in Exhibit A attached hereto.

"Security Agreement" means the Security Agreement dated as of August 1, 1987, from the Beneficiaries to the Mortgagee.

"Trust No. 1755" means Lake County Trust Company Trust No. 1755, dated December 3, 1971, the owner of the real estate described as Parcel D in Exhibit A attached hereto.

"Trust No. 38366" means LaSalle National Bank Trust No. 38366, dated August 1, 1968, the owner of the real estate described as Parcel B in Exhibit A attached hereto.

"Trust No. 45817" means LaSalle National Bank Trust No. 45817, dated April 16, 1973, the owner of the real estate described as Parcel C in Exhibit A attached hereto.

"Trust No. 51349" means LaSalle National Bank Trust No. 51349, dated September 1, 1976, the owner of the real estate described as Parcel A in Exhibit A attached hereto.

ARTICLE II

COVENANTS AND AGREEMENTS OF MORTGAGOR

Section 2.1. Payment of Indebtedness. The Mortgagors jointly and severally covenant and agree that they will pay when due the principal of and interest on the indebtedness hereby secured evidenced by the Note, all other sums which may become due pursuant thereto or hereto, and all other indebtedness hereby secured as described in the foregoing granting clauses of this Mortgage, including, but not limited to, all charges, fees and all other sums

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to be paid by the Mortgagors as provided in the Loan Documents, and that they will duly and punctually perform, observe and comply with all of the terms, provisions and conditions herein and in the other Loan Documents provided to be performed and observed by the Mortgagors. The Note secured hereby, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, is in the principal amount of \$5,800,000, and bears interest at a variable rate of 2% per annum plus the Mortgagee's Prime Rate (as defined below) from time to time in effect while the Note is outstanding on the balance of principal from time to time outstanding thereunder. For such purposes, the term "Prime Rate" shall mean that rate of interest announced from time to time by the Mortgagee as its prime rate of interest, which rate at any time may not be the lowest rate charged by the Mortgagee. Changes in the rate of interest on the Note resulting from a change in the Prime Rate shall take effect on the date of change in the Prime Rate set forth in each announcement. Interest is payable on the Note in arrears on the first day of each month commencing September 1, 1987. All of the principal of and any accrued and unpaid interest on the Note shall be due and payable on July 31, 1992.

The Mortgagors agree that all annual Net Income (as defined below) from the Properties in excess of the greater of (i) \$650,000 and (ii) the amount of the annual interest on the Loan, will be applied by the Mortgagors to the prepayment of principal of the Note, except to the extent reasonably required for capital expenditures for the Properties. Upon the release of a Property A, B, C or D (as defined in the Commitment) from the lien of the Loan Documents, such \$650,000 amount shall be reduced by an amount equal to the applicable percentage of such \$650,000 amount set forth below:

Property A	-	46%
Property B	-	11%
Property C	-	34%
Property D	-	9%

For purposes of this paragraph, the term "Net Income" means gross income minus all expenses other than depreciation and amortization, all determined in accordance with generally accepted accounting principles consistently applied.

Section 2.2. Escrow Deposits. In order to provide moneys for the payment of the Impositions on the Premises required to be paid by the Mortgagors pursuant to Section 2.6 hereof and the premiums on the insurance required to be carried by the Mortgagors pursuant to Section 2.4 hereof, the Mortgagors shall pay to the Mortgagee with each monthly payment on the Note such amount as the Mortgagee shall estimate will be required to accumulate, by the date 30 days prior to the due date of the next annual installment of such Impositions and insurance premiums, through substantially equal monthly payments by the Mortgagors to the Mortgagee, amounts sufficient to pay such next annual Impositions and insurance premiums. All such payments shall be held by the Mortgagee in escrow, and the Mortgagee shall not be obligated to pay interest thereon. Amounts held in such escrow shall be made available by the Mortgagee to the Mortgagors for the payment of the Impositions and

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insurance premiums on the Premises when due, or may be applied thereto by the Mortgagee if it in its sole discretion so elects. The Mortgagee may at any time and from time to time waive the requirement for the escrow deposits provided for in this Section. In the event of any such waiver, the Mortgagee may thereafter in its sole discretion elect to require that the Mortgagors commence making such escrow deposits by giving the Mortgagors not less than 10 days' written notice of such election. No such waiver shall impair the right of the Mortgagee thereafter to require that such escrow deposits be made.

Section 2.3. Maintenance, Repair, Alterations. The Mortgagors covenants and agrees that it will:

(a) keep the Premises in good condition and repair, ordinary wear and tear excepted;

(b) not remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or governmental regulations) any of the improvements which are a part of the Premises;

(c) promptly repair and restore any portion of the Premises which may become damaged or be destroyed so as to be of at least equal value and of substantially the same character as prior to such damage or destruction;

(d) pay when due all bona fide claims for labor performed and materials furnished to and for the Premises;

(e) comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Premises or any part thereof or requiring any alterations or improvements;

(f) not commit or permit any waste or deterioration of the Premises or any portion thereof;

(g) keep and maintain the Premises and abutting grounds, sidewalks, private roads, parking and landscape areas in good and neat order and repair and free of nuisance;

(h) not commit, suffer or permit any act to be done in or upon the Premises in violation of any law, ordinance or regulation;

(i) not initiate or acquiesce in any zoning change or reclassification of the Premises; and

(j) keep the Premises free and clear of all liens and encumbrances of every sort except Permitted Encumbrances.

Section 2.4. Required Insurance. The Mortgagors shall at all times provide, maintain and keep in force the following policies of insurance:

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(a) Insurance against loss or damage to any improvements on the Premises by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage", in an amount not less than the full replacement cost thereof (exclusive of the cost of excavations, foundations and footings below the lowest basement floor), and with not more than \$10,000 deductible from the loss payable for any casualty, or not more than \$100,000 in the case of Property B while under lease to Henkel Corporation.

(b) Comprehensive public liability insurance, including coverage for elevators and escalators, if any, on the Premises and completed operations coverage for two years after any construction or repair at the Premises has been completed, on an occurrence basis against claims for personal injury, including without limitation bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than \$1,000,000 for one person and \$3,000,000 per occurrence for personal injury or death and \$500,000 per occurrence for damage to property.

(c) Workmen's compensation insurance in accordance with the requirements of Illinois law.

(d) During the course of any construction or repair at the Premises, builder's risk insurance against all risks of physical loss, on a completed value basis, including collapse and transit coverage, with a deductible not to exceed \$10,000, in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished, and containing the "permission to occupy upon completion of work" endorsement.

(e) Boiler and machinery insurance covering any pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment and escalator equipment located on the Premises, and insurance against loss of occupancy or use arising from any breakdown therein, all in such amounts as are satisfactory to the Mortgagee.

(f) If the Premises are located in an area that has been identified by the United States Department of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, flood insurance in an amount at least equal to the replacement cost of any improvements on the Premises or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

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(g) Such other insurance, and in such amounts, as may from time to time be required by the Mortgagee against the same or other hazards.

All policies of insurance required by terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the Mortgagors or Beneficiaries which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim or deductions against the Mortgagors.

Section 2.5. Delivery of Policies; Payment of Premiums.

All policies of insurance required by the terms of this Mortgage shall be issued by companies and in amounts in each company satisfactory to the Mortgagee. All policies of insurance shall name the Mortgagors, the Beneficiaries and the Mortgagee as insureds, as their respective interests may appear, and the policies required by paragraphs (a), (c), (e) and (f) of Section 2.4 hereof shall have attached thereto a mortgagee's loss payable endorsement for the benefit of the Mortgagee in form satisfactory to the Mortgagee. The Mortgagors shall furnish the Mortgagee with copies of all required policies of insurance. At least 30 days prior to the expiration of each such policy, the Mortgagors shall furnish the Mortgagee with evidence satisfactory to the Mortgagee of the payment of the premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. Each policy of insurance required by this Mortgage shall contain a provision that such policy will not be cancelled or materially amended, including any reduction in the scope or limits of coverage, without at least 30 days' prior written notice to the Mortgagee.

Section 2.6. Taxes and Impositions.

(a) The Mortgagors agrees to pay or cause to be paid, at least 10 days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation any non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Premises, which are assessed or imposed upon the Premises, or become due and payable, and which create, may create or appear to create a lien upon the Premises, or any part thereof (all of which taxes, assessments and other governmental charges and non-governmental charges of the above-described or like nature are hereinafter referred to as "Impositions"); provided however, that if, by law, any such Imposition is payable, or at the option of the taxpayer may be paid, in installments, the Mortgagors may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

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(b) The Mortgagors shall furnish to the Mortgagee within 30 days after the date upon which any Imposition is due and payable by the Mortgagors, official receipts of the appropriate taxing authority, or other proof satisfactory to the Mortgagee, evidencing the payment thereof.

(c) The Mortgagors shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings properly instituted and prosecuted in such manner as shall stay the collection of the contested Impositions and prevent the sale or forfeiture of the Premises to collect the same; provided that no such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Mortgagors' covenants to pay any such Imposition at the time and in the manner provided in this Section unless the Mortgagors has given prior written notice to the Mortgagee of the Mortgagors' intent to so contest or object to an Imposition, and unless, at the Mortgagee's sole option, (i) the Mortgagors shall demonstrate to the Mortgagee's satisfaction that legal proceedings instituted by the Mortgagors contesting or objecting to such impositions shall conclusively operate to prevent the sale or forfeiture of the Premises, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; and/or (ii) the Mortgagors shall furnish a good and sufficient bond or surety as reasonably requested by and satisfactory to the Mortgagee, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Premises during the pendency of such contest, adequate fully to pay all such contested Impositions and all interest and penalties upon the adverse determination of such contest.

Section 2.7. Utilities. The Mortgagors shall pay or cause to be paid when due all utility charges which are incurred by the Mortgagors or others for the benefit of or service to the Premises or which may become a charge or lien against the Premises for gas, electricity, water or sewer services furnished to the Premises and all other assessments or charges of a similar nature, whether public or private, affecting the Premises or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 2.8. Actions by Mortgagee to Preserve Premises. Should the Mortgagors fail to make any payment or to do any act as and in the manner provided herein or in any of the other Loan Documents, the Mortgagee in its own discretion, without obligation so to do and without releasing the Mortgagors from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), the Mortgagee shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Premises; (ii) to make additions, alterations, repairs and improvements to the Premises which it may consider necessary and proper to keep the Premises in good condition and repair; (iii) to appear and participate in any

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action or proceeding affecting or which may affect the Premises, the security hereof or the rights or powers of the Mortgagee; (iv) to pay any Impositions (as defined in Section 2.6 hereof) asserted against the Premises and to do so according to any bill, statement or estimate procured from the appropriate office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any Imposition; (v) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of the Mortgagee may affect or appears to affect the Premises or the security of this Mortgage or which may be prior or superior hereto; and (vi) in exercising such powers, to pay necessary expenses, including employment of and payment of compensation to counsel or other necessary or desirable consultants, contractors, agents and other employees. The Mortgagors irrevocably appoint the Mortgagee their true and lawful attorney in fact, at the Mortgagee's election, to do and cause to be done all or any of the foregoing in the event the Mortgagee shall be entitled to take any or all of the action provided for in this Section. The Mortgagors shall immediately, upon demand therefor by the Mortgagee, pay all costs and expenses incurred by the Mortgagee in connection with the exercise by the Mortgagee of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees, all of which shall constitute so much additional indebtedness secured by this Mortgage immediately due and payable, with interest thereon at a rate of two percent (2%) above the then prevailing interest rate on the Note.

Section 2.9. Damage and Destruction.

(a) The Mortgagors shall give the Mortgagee prompt notice of any damage to or destruction of any portion or all of the Premises, and the provisions of paragraphs (b) through (e) of this Section shall apply in the event of any such damage or destruction.

(b) In the case of loss covered by policies of insurance, the Mortgagee is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the Mortgagors, or (ii) allow the Mortgagors to agree with the insurance company or companies on the amount to be paid upon the loss; and in any case the Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the reasonable expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional indebtedness secured by this Mortgage, and shall be reimbursed to the Mortgagee upon demand.

(c) In the event of any insured damage to or destruction of the Premises or any part thereof the proceeds of insurance payable as a result of such loss shall be applied upon the indebtedness secured by this Mortgage or applied to the repair and restoration of the Premises, as the Mortgagee in its sole discretion shall elect.

(d) In the event that the Mortgagee shall elect that proceeds of insurance are to be applied to the repair and

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restoration of the Premises, the Mortgagors hereby covenant promptly to repair and restore the same. In such event such proceeds shall be made available, from time to time, to pay or reimburse the costs of such repair and restoration, upon the Mortgagee's being furnished with satisfactory evidence of the estimated cost of such repair and restoration and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such repair or restoration as the Mortgagee may 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 times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens.

(e) Notwithstanding any provision herein to the contrary and in particular Section 2.9(c) hereof, in the event of any such damage or destruction, the Mortgagee shall make the proceeds of insurance received as a result of such damage or destruction available for the repair and restoration of the Premises, subject to the following conditions: (i) that there does not then exist any event of default under this Mortgage or any of the other Loan Documents, or any condition which with the giving of notice would constitute such an event of default; (ii) that then existing leases and subleases covering at least 75% of the affected portion of the Premises shall continue in full force and effect without reduction or abatement of rental (except during any period of untenability); (iii) that the Mortgagee shall first be given satisfactory proof that such improvements have been fully repaired and restored, or that by the expenditure of such money will be fully repaired and restored, free and clear of all liens, except the lien of this Mortgage; (iv) that in the event such proceeds shall be insufficient to repair and restore the Premises, the Mortgagors shall deposit promptly with the Mortgagee the amount of such deficiency; (v) that in the event the Mortgagors shall fail within a reasonable time, subject to delays beyond their control, to repair and restore the Premises, then the Mortgagee, at its option, may repair and restore the Premises for or on behalf of the Mortgagors and for such purpose may do all necessary acts, including using said funds deposited by the Mortgagors as aforesaid; (vi) that waiver of the right of subrogation shall be obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to the Mortgagors or the then owner or the assured under such policies; (vii) such insurance proceeds shall be disbursed as provided in Section 2.9(d) hereof; and (viii) that the excess of said insurance proceeds above the amount necessary to complete such repair and restoration shall be applied as a credit upon any portion, as selected by the Mortgagee, 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 in Section 2.9(c) hereof shall become applicable. Under no circumstances shall the Mortgagee become

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personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases or subleases nor obligated to take any action to repair and restore the Premises.

Section 2.10. Eminent Domain.

(a) Should the Premises or any part thereof or interest therein be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should the Mortgagors receive any notice or other information regarding any such proceeding, the Mortgagors shall give prompt written notice thereof to the Mortgagee, and the provisions of paragraphs (b) through (d) of this Section shall apply.

(b) The Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor (except awards made to tenants of the Premises), and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. The Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All proceeds of compensation, awards, damages, rights of action and proceeds awarded to the Mortgagors are hereby assigned to the Mortgagee and the Mortgagors agrees to execute such further assignments of such proceeds as the Mortgagee may require.

(c) In the event that any portion of the Premises are taken or damaged as aforesaid, all such proceeds shall be applied upon the indebtedness secured by this Mortgage or applied to the repair and restoration of the Premises, as the Mortgagee in its sole discretion shall elect.

(d) In the event that the Mortgagee shall elect that such proceeds are to be applied to the repair and restoration of the Premises, the Mortgagors hereby covenant promptly to repair and restore the same. In such event such proceeds shall be made available, from time to time, to pay or reimburse the costs of such repair and restoration on the terms provided for in Section 2.9(d) hereof with respect to insurance proceeds.

Section 2.11. Inspection of Premises. The Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Premises for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage or any of the other Loan Documents.

Section 2.12. Inspection of Books and Records. The Mortgagors shall keep and maintain full and correct records showing in detail the income and expenses of the Premises and shall make such books and records and all supporting vouchers and data available for examination by the Mortgagee and its agents at any time and from time to time on request at the offices of the Mortgagee, or at such other location as may be mutually agreed upon.

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Section 2.13. Title, Liens and Conveyances.

(a) The Mortgagors represent that Trust No. 51349, Trust No. 38366, Trust No. 45817 and Trust No. 1755 hold good and marketable title to Property A, Property B, Property C and Property D, respectively, subject only to Permitted Encumbrances.

(b) Except for Permitted Encumbrances, the Mortgagors shall not create, suffer or permit to be created or filed against the Premises, or any part thereof or interest therein, any mortgage lien or other lien, charge or encumbrance, either superior or inferior to the lien of this Mortgage. The Mortgagors shall have the right to contest in good faith the validity of any such lien, charge or encumbrance, provided the Mortgagors shall first deposit with the Mortgagee a bond or other security satisfactory to the Mortgagee in such amounts or form as the Mortgagee shall require or shall obtain title insurance over such lien, charge or encumbrance in amount and form satisfactory to Mortgagee; provided further that the Mortgagors shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If the Mortgagors shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of the Mortgagee, the Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law and any amounts expended by the Mortgagee in so doing shall be so much additional indebtedness secured by this Mortgage. Except for Permitted Encumbrances, in the event that the Mortgagors shall suffer or permit any superior or junior lien, charge or encumbrance to be attached to the Premises or any part thereof, the Mortgagee, at its option, shall have the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest thereon to be immediately due and payable without notice to the Mortgagors.

(c) In the event title to the Premises is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein upon the creation of any lien against the Premises shall also be construed as a similar prohibition or limitation against the creation of any lien or security interest upon the beneficial interest under such trust.

(d) In the event that the Mortgagors shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event any of the Beneficiaries shall sell, transfer, convey or assign the beneficial interest under the Trust Agreements by which the Mortgagors were created (including a collateral assignment thereof), in either case whether by operation of law, voluntarily, or otherwise, or any of the Mortgagors or the Beneficiaries shall contract to do any of the foregoing, the Mortgagee, at its option, shall have the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest thereon to be immediately due and payable without notice to the Mortgagors.

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(e) Any waiver by the Mortgagee of the provisions of this Section shall not be deemed to be a waiver of the right of the Mortgagee to insist upon strict compliance with the provisions of this Section in the future.

Section 2.14. Taxes Affecting Mortgage.

(a) If at any time any federal, State or municipal law shall require any documentary stamps or other tax hereon or on the Note, or shall require payment of any tax upon the indebtedness secured hereby, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Mortgagee upon 30 days' notice to the Mortgagors; provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect, if the Mortgagors lawfully may pay for such stamps or such tax including interest and penalties thereon to or on behalf of the Mortgagee and the Mortgagors do in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

(b) In the event of the enactment after the date of this Mortgage of any law of the State in which the Premises are located deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder hereof, then, and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if, in the opinion of counsel for the Mortgagee, (i) it might be unlawful to require Mortgagors to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable within 60 days from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that the Mortgagors are not obligated to pay any portion of the Mortgagee's federal or State income tax.

Section 2.15. Environmental Matters.

(a) The Mortgagors hereby represent and warrant to the Mortgagee that neither any of the Mortgagors, any of the Beneficiaries nor any of their affiliates or subsidiaries, nor, to the best of the Mortgagors' knowledge, any other person or entity, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Premises or any

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part thereof, and that none of the property described above has ever been used by any of the Mortgagors, any of the Beneficiaries or any of their affiliates or subsidiaries, or, to the best of the Mortgagors' knowledge, by any other person or entity, as a temporary or permanent dump or storage site for any Hazardous Material.

(b) Without limitation on any other provision hereof, the Mortgagors hereby agree to indemnify and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards on conduct concerning any Hazardous Material) paid, incurred, suffered by or asserted against the Mortgagee as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, the Mortgagors or any of the Beneficiaries: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Material from (A) the Premises or any part thereof, or (B) any other real property in which any of the Mortgagors, any of the Beneficiaries or any of their affiliates or subsidiaries holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by any of the Beneficiaries or any of their affiliates or subsidiaries), or (ii) any liens against the Premises permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of any of the Mortgagors, any of the Beneficiaries or any of their affiliates or subsidiaries under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Mortgagee or any of its affiliates or subsidiaries under any Environmental Law relating to the Premises.

Section 2.16. Estoppel Letters. The Mortgagors shall furnish from time to time within 15 days after the Mortgagee's request, a written statement, duly acknowledged, of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

ARTICLE III

ASSIGNMENT OF RENTS; DECLARATION OF SUBORDINATION TO LEASES

Section 3.1. Assignment of Rents. As further security for the indebtedness secured by this Mortgage, the Mortgagors and the Beneficiaries, have, concurrently herewith, executed and

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delivered to the Mortgagee the Assignment of Rents, wherein and whereby, among other things, the Mortgagors and the Beneficiaries have assigned to the mortgagee all rents, avails, issues and profits under all leases of the Premises, and all such leases, all as therein more specifically set forth, which Assignment of Rents is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Mortgagors agree that they will duly perform and observe all of the terms and provisions on their part to be performed and observed under the Assignment of Rents. The Mortgagors further agree that they will duly perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the Premises, including, but not limited to, the Leases, to the end that no material default on the part of lessor shall exist thereunder, and that it will not agree or consent to, or suffer or permit, any termination, modification or amendment of the Leases without the prior written consent of the Mortgagee. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and the Mortgagors shall and do hereby indemnify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any leases of the Premises or by reason of the Assignment of Rents; and any and all such liability, loss or damage incurred by the Mortgagee, together with the costs and expenses, including reasonable attorneys' fees, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness secured by this Mortgage, and the Mortgagors shall reimburse the Mortgagee therefor on demand.

Section 3.2. Further Assignment. Without limiting the generality of any other provisions hereof, and without limiting the effectiveness of the Assignment of Rents referred to in Section 3.1 hereof, as additional security, the Mortgagors hereby assign to the Mortgagee the rents, issues and profits of the Premises and upon the occurrence of any event of default hereunder, the Mortgagee may receive and collect said rents, issues and profits so long as such event of default shall exist and during the pendency of any foreclosure proceedings. As of the date of this Mortgage, as additional security, the Mortgagors also hereby assign to the Mortgagee any and all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, and the rents thereunder, covering the Premises or any portion thereof, including, but not limited to, the Leases; provided that the collection of rents by the Mortgagee pursuant to this Section or pursuant to the Assignment of Rents shall in no way waive the right of the Mortgagee to foreclose this Mortgage in the event of any event of default, but provided always, that nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession.

Section 3.3. Declaration of Subordination to Leases. At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation)

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to any and all leases and subleases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds of the county wherein the Premises are situated, of a unilateral declaration to that effect.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment when due of any installment of principal of or interest on the Note or in the payment when due of any other amount required to be paid by the Mortgagors hereunder or under any of the other Loan Documents, or in the payment when due of any other indebtedness secured by this Mortgage, and such default shall continue for a period of 10 days after notice to the Mortgagors; or

(b) Any of the Mortgagors, any of the Beneficiaries or any guarantor under the Guaranty shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, State or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any such Mortgagors, Beneficiary or guarantor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its or his inability to pay its or his debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against any of the Mortgagors, any of the Beneficiaries or any guarantor under the Guaranty seeking any reorganization, dissolution or similar relief under any present or future federal, State or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 30 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of any such Mortgagor, Beneficiary or guarantor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed and such appointment shall remain unvacated and unstayed for an aggregate of 30 days (whether or not consecutive); or

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(d) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Premises, or any judgment involving monetary damages shall be entered against any of the Mortgagors which shall become a lien on the Premises or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 30 days after its entry or levy; or

(e) If any representation or warranty of the Mortgagors contained in this Mortgage, or of the Mortgagors, the Beneficiaries or the Guarantor contained in any of the other Loan Documents or any certificate or other document delivered in connection with the loan evidenced by the Note, shall prove untrue or incorrect in any material respect and remains uncorrected for 30 days after notice to the Mortgagors; or

(f) If there has occurred any other breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in this Mortgage which shall have continued for a period of 15 days after notice to the Mortgagors; or

(g) If there has occurred any other breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the other Loan Documents which has not been cured within any applicable grace period; or

(h) If any event of default has occurred or been declared under any other mortgage on the Premises; or

(i) Default shall occur in the payment of any moneys due and payable to the Mortgagee by any one or more of the Mortgagors, the Beneficiaries or the Guarantor other than in connection with the loan evidenced by the Note, or default shall occur in the performance or observance of any obligation or condition on the part of any one or more of the Mortgagors, the Beneficiaries or the Guarantor under any written contract, agreement or other instrument heretofore or hereafter entered into with the Mortgagee other than in connection with the loan evidenced by the Note.

Section 4.2. Acceleration upon Default; Additional Remedies. Upon or at any time after the occurrence of any event of default, the Mortgagee may declare the Note and all indebtedness secured by this Mortgage to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter the Mortgagee may to the extent permitted by applicable law:

(a) Either in person or by agent, and in accordance with applicable law, enter upon and take possession of the Premises, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value,

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marketability or rentability of the Premises, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Premises, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same to the payment of taxes, insurance premiums and other charges against the Premises or in reduction of the indebtedness secured by this Mortgage; and the entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any event of default or notice of default hereunder or invalidate any act done in response to such event of default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Premises or the collection, receipt and application of rents, issues or profits, the Mortgagee shall be entitled to exercise every right provided for in any of the other Loan Documents or by law upon occurrence of any event of default; or

(b) Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or

(c) Sell the Premises, or any part thereof, or cause the same to be sold, and to convey the same to the purchaser thereof, pursuant to the statute in such case made and provided, and out of the proceeds of such sale to retain all of the indebtedness secured by this Mortgage including, without limitation, principal, accrued interest, costs and charges of such sale, the attorneys' fees provided by such statute (or in the event of a suit to foreclose by court action, a reasonable attorney's fee), rendering the surplus moneys, if any, to the Mortgagors; provided, that in the event of public sale, such property may, at the option of the Mortgagee, be sold in one parcel or in several parcels as the Mortgagee, in its sole discretion, may elect; or

(d) Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of Illinois and any notice of sale, disposition or other intended action by the Mortgagee, sent to the Mortgagors at the address specified in Section 5.14 hereof, at least five days prior to such action, shall constitute reasonable notice to the Mortgagors.

Section 4.3. Foreclosure; Expense of Litigation. When the indebtedness secured by this Mortgage, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of the Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence,

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stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting this Mortgage, any of the other Loan Documents or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be so much additional indebtedness secured by this Mortgage, immediately due and payable, with interest thereon at a rate of two percent (2%) above the then prevailing interest rate on the Note. In the event of any foreclosure sale of the Premises, the same may be sold in one or more parcels. The Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.

Section 4.4. Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure sale of the Premises or of the exercise of any other remedy hereunder shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings or such other remedy, including all such items as are mentioned in Section 4.3 hereof; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as therein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to the Mortgagors, their successors or assigns, as their rights may appear.

Section 4.5. Appointment of Receiver.

Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises or any portion thereof. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the Premises and the Mortgagee or any holder of the Note may be appointed as such receiver. Such receiver shall have power (i) to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (ii) to extend or modify any then existing leases and to make new leases, which extension, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured by this Mortgage and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it

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being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon the Mortgagors and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (iii) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the indebtedness secured by this Mortgage, or found due or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale.

Section 4.6. Insurance After Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing and restoring the Premises, shall be used to pay the amount due in accordance with any judgment of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

Section 4.7. Remedies Not Exclusive; No Waiver of Remedies.

(a) The Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect the Mortgagee's right to realize upon or enforce any other security now or hereafter held by the Mortgagee, it being agreed that the Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by the Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to the Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as it may be deemed expedient by the Mortgagee and the Mortgagee may pursue inconsistent remedies. Failure by the Mortgagee to exercise any right which it may exercise hereunder, or the acceptance by the Mortgagee of partial payments, shall not be

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deemed a waiver by the Mortgagee of any default or of its right to exercise any such rights thereafter.

(b) In the event the Mortgagee at any time holds additional security for any of the indebtedness secured by this Mortgage, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently with exercising remedies under this Mortgage or after a sale is made hereunder.

Section 4.8. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession.

Section 4.9. Waiver of Certain Rights. The Mortgagors shall not and will not apply for or avail themselves of any appraisement, valuation, 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 rather waive the benefit of such laws. The Mortgagors for themselves and all who may claim through or under them waive any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagors hereby waive any and all rights of redemption from sale or from or under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagors and all persons beneficially interested therein and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the laws of the State in which the Premises are located.

Section 4.10. Mortgagee's Use of Deposits. With respect to any deposits made with or held by the Mortgagee or any depository pursuant to any of the provisions of this Mortgage, in the event of a default in any of the provisions contained in this Mortgage or in the Note or any of the other Loan Documents, the Mortgagee may, at its option, without being required to do so, apply any moneys or securities which constitute such deposits on any of the obligations under this Mortgage, the Note or the other Loan Documents and the expiration of any applicable grace periods, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to the Mortgagors. Such deposits are hereby pledged as additional security for the prompt payment of the Note and any other indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagors.

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ARTICLE V

MISCELLANEOUS

Section 5.1. Recitals. The recitals hereto are hereby made a part of this Mortgage.

Section 5.2. Time of Essence. Time is of the essence of this Mortgage and of each and every provision hereof.

Section 5.3. Usury Covenant. The Mortgagors hereby represent and covenant that the proceeds of the Note will be used for the purposes specified in paragraph (c) contained in Section 6404 of Chapter 17 of the Illinois Revised Statutes (1985), and that the indebtedness secured hereby constitutes a "business loan" within the meaning of that Section.

Section 5.4. Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all origination fees, loan commissions, service charges, liquidated damages, expense and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and any loan commitment issued in connection with this transaction.

Section 5.5. Subrogation. To the extent that proceeds of the indebtedness secured by this Mortgage are used to pay any outstanding lien, charge or prior encumbrance against the Premises, the Mortgagee shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges and prior encumbrances, and shall have the benefit of the priority thereof, irrespective of whether said liens, charges or encumbrances are released.

Section 5.6. Recording. The Mortgagors shall cause this Mortgage and all other documents securing the indebtedness secured by this Mortgage at all times to be properly filed and/or recorded at the Mortgagors' own expense and in such manner and in such places as may be required by law in order to fully preserve and protect the rights of the Mortgagee.

Section 5.7. Further Assurances. The Mortgagors will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or advisable, in the judgment of the Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by the Mortgagors or hereafter acquired.

Section 5.8. No Defenses. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

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Section 5.9. Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the indebtedness secured by this Mortgage, or if such lien is invalid or unenforceable as to any part of the Premises, the unsecured or partially secured portion of the indebtedness secured by this Mortgage shall be completely paid prior to the payment of the remaining and secured or partially secured portion thereof, and all payments made on the indebtedness secured by this Mortgage, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion thereof which is not secured or fully secured by the lien of this Mortgage.

Section 5.10. Illegality of Terms. Nothing herein or in the Note contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (i) to require the Mortgagors to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (ii) to require the Mortgagors to make any payment or do any act contrary to law; and if any provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such provision only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and the Mortgagee shall be given a reasonable time to correct any such error.

Section 5.11. Mortgagee's Right to Deal with Transferee. In the event of the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of the Premises, the Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to the Premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with the Mortgagors, without in any way releasing or discharging the Mortgagors from the covenants and/or undertakings hereunder, specifically including Section 2.13(d) hereof, and without the Mortgagee giving its rights to accelerate the Note as set forth in Section 2.13(d).

Section 5.12. Releases. The Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the Premises, or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note, this Mortgage, the Guaranty, or any other guaranty given as additional security for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party obligated on said indebtedness to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, if any, of any person or entity personally obligated for the indebtedness secured hereby, but shall

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extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to the indebtedness secured by this Mortgage.

Section 5.13. Special Provisions with Respect to Property

A. The portion of the Note attributable to Property A shall be deemed to be limited to principal of the Note in the amount of \$2,500,000 and interest on such principal at the rate or rates from time to time in effect under the Note. The liability of Trust No. 51349 under the Note and this Mortgage shall be limited to \$2,500,000 and interest thereon at the rate or rates from time to time in effect under the Note, and the Mortgagee shall not have the right to declare this Mortgage in default with respect to Property A or foreclose this Mortgage with respect to Property A if the portion of the Note attributable to Property A as described above is current and the obligations under the Loan Documents relating to Property A are not in default. If less than the total amount of any principal or interest payment due under the Note or this Mortgage is paid at any time, the Mortgagors may, by written instrument delivered with such payment, designate the portion of such payment, if any, to be applied to the portion of the Note which is attributable to Property A as described above, and absent such designation, such payment shall be applied as the Mortgagee shall in its sole discretion elect. Upon payment of the portion of the Note attributable to Property A as described above, the Mortgagee shall release Property A from the lien of this Mortgage, even if a default under the Note or this Mortgage then exists. If Property A is sold and if no default then exists under the Note, this Mortgage or any of the other Loan Documents, payment of up to \$250,000 of the amount required to obtain such release of Property A may be deferred to a date not later than July 31, 1992, provided there shall be pledged to the Mortgagee a purchase money note (in form and content satisfactory to the Mortgagee) maturing not later than December 31, 1992, and secured by a second purchase money mortgage (in form and content satisfactory to the Mortgagee) on Property A subject and subordinate only to a first mortgage securing a note with a principal balance not exceeding \$2,500,000 and bearing interest at a rate not exceeding 12% per annum. The entire amount of the Note and all interest thereon shall be deemed to be attributable to each of Properties B, C and D, and there shall be no limit on the liability of any of the Mortgagors other than Trust No. 51349. The provisions of this Section shall apply notwithstanding any provisions to the contrary contained in this Mortgage or the other Loan Documents.

Section 5.14. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

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If to the Mortgagors: LaSalle National Bank,
as Trustee under
Trust Nos. 38366, 45817, and 51349
135 South LaSalle Street
Chicago, Illinois 60603

Attention: Land Trust Department

Lake County Trust Company,
as Trustee under
Trust No. 1755
2200 North Main Street
Crown Point, Indiana 46307

with a copy to:

Joseph S. Beale
c/o Hawthorn Realty Group
10275 West Higgins Road
Rosemont, Illinois 60018

and with a copy to:

Stephen P. Sandler, Esq.
Gould & Ratner
222 North LaSalle Street
Chicago, Illinois 60601

If to the Mortgagee: The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675

Attention: John E. Cline
Commercial Banking Department

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

Section 5.15. Joint and Several Obligation; Binding Effect. The obligations of the Mortgagors under this Mortgage shall be joint and several. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagors and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name specifically granted such rights,

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privileges, powers, options and benefits and was herein by name designated the Mortgagee.

Section 5.16. Covenants to Run with the Land. All the covenants hereof shall run with the land.

Section 5.17. Governing Law; Severability; Modification. This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions hereof which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.18. Meanings. Wherever in this Mortgage the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

Section 5.19. Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of the parties and are not a part of this Mortgage.

Section 5.20. Approval or Consent of Mortgagee. Wherever in this Mortgage provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the Mortgagee in its sole discretion.

Section 5.21. Execution by Mortgagee. This Mortgage is executed by LaSalle National Bank and Lake County Trust Company, 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 the Note contained shall be construed as creating any liability on LaSalle National Bank or Lake County Trust Company personally to pay the 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 every person now or hereafter claiming any right or security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor or any person under or by virtue of the Guaranty or any of the other Loan Documents.

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IN WITNESS WHEREOF, the Mortgagors have caused this instrument to be executed as of the date first above written.

LASALLE NATIONAL BANK, solely as Trustee as under a Trust Agreement dated September 1, 1976, and known as Trust No. 51349 and not personally

(SEAL)

By


Printed Name: Corinne Bek
Title: ASSISTANT VICE PRESIDENT

ATTEST:


Printed Name: Clifford Scott Rudnick
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, solely as Trustee as under a Trust Agreement dated August 1, 1968, and known as Trust No. 38366 and not personally

(SEAL)

By


Printed Name: Corinne Bek
Title: ASSISTANT VICE PRESIDENT

ATTEST:


Printed Name: Clifford Scott Rudnick
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, solely as Trustee as under a Trust Agreement dated April 16, 1973, and known as Trust No. 45817 and not personally

(SEAL)

By


Printed Name: Corinne Bek
Title: ASSISTANT VICE PRESIDENT

ATTEST:


Printed Name: Clifford Scott Rudnick
Title: ASSISTANT SECRETARY

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LAKE COUNTY TRUST COMPANY, solely as
Trustee as under a Trust Agreement dated
December 3, 1971, and known as Trust No.
1755 and not personally

(SEAL)

By

Donna L. Lamer

Printed Name: DONNA L. LAMER

Title: Vice President & Trust Officer

ATTEST:

Charlotte L. Keilman

Printed Name: CHARLOTTE L. KEILMAN

Title: ASSISTANT TRUST OFFICER

Property of Cook County Clerk's Office

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STATE OF INDIANA)
)
COUNTY OF LAKE) SS

The foregoing instrument was acknowledged before me this 28th day of August, 1987, by Donna LaMere and Charlotte L. Keilman, Vice Pres. & Trust Officer and Assistant Secretary, respectively, of Lake County Trust Company, Trustee under a Trust Agreement dated December 3, 1971, and known as Trust No. 1755, on behalf of said Trustee.

Star I. Lugar

Printed Name: Star I. Lugar
Notary Public
Resident of Lake County

My Commission Expires:

June 25, 1991

Property of Cook County Clerk's Office

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Cook County, Illinois

Property A: 14725-14836 South McKinley Street, Posen, Illinois

Permanent Index Number: 28-12-401-055-0000 *112*

Property B: 5325 Ninth Avenue, Countryside, Illinois

Permanent Index Numbers: 18-09-416-020-000 *Lot 5*
18-09-416-021-000 *Lot 6*
18-09-416-044-000 *Lot 4* } *H100*

Property C: 1524 South Peoria,
1530 South Sangamon, Chicago, Illinois

Permanent Index Numbers: 17-20-228-005-0000 - *45,607 Bk 27* } *BHO*
17-20-228-006-0000 - *26,029 Bk 27*
17-20-229-027-0000 - *Part of Bk 28 BAO*
17-20-230-005-0000 - *45,607 Bk 29*
17-20-230-020-0000 - *Lot 31 Bk 29*
17-20-230-021-0000 - *26,103 Bk 29*
17-20-231-004-0000 - *26,103 Bk 30* } *BHO*
17-20-231-009-0000 - *26,103 Bk 30*
17-20-231-010-0000 - *26,103 Bk 30*
17-20-231-011-0000 - *26,103 Bk 30*
17-20-500-021-0000 - *Bk*
17-20-500-022-0000 - *Bk*

Elkhart County, Indiana

Property D: 1025 Michigan Street, Elkhart, Illinois

Code Numbers: 25-06-05-101-001 } *Out of County*
25-06-06-228-001 }

This Instrument Prepared by and
to be Returned After Recording to:

Alvin L. Kruse
James A. Schraidt
Seyfarth, Shaw, Fairweather &
Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

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EXHIBIT A

LEGAL DESCRIPTIONS

Property A:

PARCEL 1:

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE SOUTH ON THE WEST LINE THEREOF

145.00 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 224.29 FEET TO A POINT, SAID POINT BEING 236.00 FEET SOUTH OF AND 205 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY 194.98 FEET TO A POINT, SAID POINT BEING 343.00 FEET SOUTH OF AND 368.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY 292.04 FEET TO A POINT, SAID POINT BEING 551.00 FEET SOUTH OF AND 573.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH 167.78 FEET TO A POINT, SAID POINT BEING 470.39 FEET NORTHEASTERLY OF AND 400.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST FRACTIONAL 1/4 WITH THE INDIAN BOUNDARY LINE (AS MEASURED ON SAID INDIAN BOUNDARY LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHWESTERLY 489.31 FEET TO A POINT, SAID POINT BEING 15.39 FEET NORTHEASTERLY OF AND 220.00 FEET NORTHWESTERLY OF THE LAST DESCRIBED INTERSECTION (AS MEASURED ON SAID INDIAN BOUNDARY LINE AND ON A LINE AT RIGHT ANGLES THERETO) THENCE SOUTHWESTERLY 202.67 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 SAID POINT BEING 262.00 FEET EAST OF THE SOUTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE WEST ON SAID SOUTH LINE 68.00 FEET TO A POINT; THENCE NORTH ON A LINE 194.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT; SAID POINT BEING 282.54 FEET SOUTH OF AND 194.00 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTHWESTERLY 212.26 FEET TO A POINT ON THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; SAID POINT BEING 196.42 FEET SOUTH OF THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTH 51.42 FEET ON THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS ALSO

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PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND INSTALLATION OF SEWERS, SANITARY SEWERS, STORM SEWERS, WATER MAINS, ELECTRIC, GAS OR COMMUNICATION LINES, AS CREATED BY EASEMENT AGREEMENT RECORDED DECEMBER 4, 1973 AS DOCUMENT 22561728 OVER THE EASTERLY AND NORTHEASTERLY 15 FEET OF LAND DESCRIBED AS FOLLOWS (AS MEASURED PEPPENDICULAR TO THE EASTERLY AND NORTHEASTERLY LINES THEREOF): THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE SOUTH ON THE WEST LINE THEREOF 196.42 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 212.26 FEET TO A POINT, SAID POINT BEING 282.54 FEET SOUTH OF AND 194 FEET EAST OF SAID NORTH WEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH ON A LINE 194.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT ON THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE WEST 161.00 FEET ON THE SOUTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO A POINT, 33.00 FEET EAST OF THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTHWESTERLY 46.07 FEET TO A POINT IN THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4, SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH WEST CORNER OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH EAST FRACTIONAL 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property B:

LOT 4 (EXCEPT THE NORTH 80 FEET) AND ALL OF LOTS 5 AND 6 IN SUBDIVISION OF TRACT 4 OF DANSHER INDUSTRIAL PARK, COUNTRYSIDE, ILLINOIS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1968 AS DOCUMENT 20556468, IN COOK COUNTY, ILLINOIS.

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Property C:

PARCEL 1.

A TRACT OF LAND IN BLOCK 27 IN BRAND'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 7 IN BARRON'S SUBDIVISION OF BLOCK 27 IN BRAND'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 AND OF LOT 26 IN SAID BLOCK 27 IN SAID SUBDIVISION, TO THE SOUTH EAST CORNER OF SAID LOT 26; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 27, A DISTANCE OF 94.79 FEET; THENCE WEST BY A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID BLOCK 27, SAID POINT BEING 94.83 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 7 IN BLOCK 27; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 27, A DISTANCE OF 94.83 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 2:

THAT PART OF BLOCK 28 IN BRAND'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK, 69.52 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, THENCE EAST 100.65 FEET TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID BLOCK AND 69.51 FEET THEREFROM, THENCE EASTERLY ON AN ARC OF A CIRCLE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 1925.09 FEET TO A POINT IN THE EAST LINE OF SAID BLOCK, 66.4 FEET SOUTH OF THE NORTH EAST CORNER THEREOF THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK, 98.02 FEET THENCE WEST TO A POINT IN THE WEST LINE OF SAID BLOCK 94.96 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 94.96 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 3.

ALL THAT PART OF BLOCK 29 OF BARRON'S SUBDIVISION OF BRAND'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE NORTH LINE OF RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AND SOUTHERLY LINE OF THE RIGHT OF WAY OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, SAID PREMISES BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 7 IN SAID BARRON'S SUBDIVISION THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF LOT 26 IN SAID BLOCK 29, TO THE SOUTH EAST CORNER OF SAID LOT 26; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 29, A DISTANCE OF 133.01 FEET THENCE SOUTH WEST BY A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID BLOCK 29, SAID POINT BEING 99.79 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 7; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 29, A DISTANCE OF 99.79 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

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PARCEL 4:

THAT PART OF BLOCK 30 IN BARRON'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF LOT 7 IN BLOCK 30 OF SAID BARRON'S SUBDIVISION THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, TO THE SOUTH EAST CORNER OF SAID LOT 7: THENCE NORTH ALONG THE EAST LINE OF LOTS 7, 6, 5, AND 4 IN SAID BLOCK 30, A DISTANCE OF 82.09 FEET: THENCE EAST IN A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID BLOCK 30, WHICH POINT IS 82.09 FEET NORTH OF THE SOUTH EAST CORNER OF LOT 26 IN SAID BLOCK 30: THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 30, A DISTANCE OF 57.08 FEET MORE OR LESS, TO THE NORTH EAST CORNER OF LOT 31 IN SAID BLOCK 30: THENCE WEST ALONG THE NORTH LINE OF SAID LOT 31, A DISTANCE OF 100.11 FEET MORE OR LESS, TO THE NORTH WEST CORNER OF SAID LOT 31: THENCE CONTINUING WEST IN THE LAST AFORESAID SAME STRAIGHT LINE, A DISTANCE OF 7.3 FEET MORE OR LESS TO THE CENTER LINE OF VACATED NORTH AND SOUTH ALLEY THENCE NORTHERLY ALONG THE CENTER LINE OF SAID VACATED ALLEY A DISTANCE OF 10.015 FEET: THENCE WEST IN A STRAIGHT LINE, A DISTANCE OF 68.60 FEET MORE OR LESS TO A POINT, WHICH POINT IS 38.81 FEET EAST OF THE WEST LINE OF LOT 1 IN SAID BLOCK 30, MEASURED AT RIGHT ANGLES THERETO AND WHICH POINT IS ALSO 10 FEET NORTH OF THE NORTH LINE OF LOT 2 IN SAID BLOCK 30, MEASURED AT RIGHT ANGLES THERETO: THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 1, WHICH POINT IS 4.02 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 1: THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 30 A DISTANCE OF 143.22 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 5:

ALL OF LOTS 26, 27, 28 AND THE SOUTH 12 FEET OF LOT 29 OF BLOCK 30 IN SAID BARRON'S SUBDIVISION IN COOK COUNTY, ILLINOIS ALSO.

PARCEL 6:

THAT PART OF BLOCK 30 IN BARRON'S SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS 38.81 FEET EAST MEASURED AT RIGHT ANGLES THERETO, OF THE WEST LINE OF LOT 1 IN SAID BLOCK 30 AND WHICH POINT IS ALSO 10 FEET NORTH OF THE NORTH LINE OF LOT 2 IN SAID BLOCK 30: THENCE EAST IN A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 68.60 FEET MORE OR LESS TO A POINT IN THE CENTER LINE OF VACATED NORTH AND SOUTH ALLEY: THENCE NORTH ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 10.37 FEET THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 7:

THAT PART OF THE NORTH AND SOUTH VACATED ALLEY EAST AND ADJOINING LOTS 4 TO 7 INCLUSIVE AND WEST OF AND ADJOINING LOTS 26 TO 29 INCLUSIVE (EXCEPT THE NORTH 11 FEET OF THE VACATED ALLEY LYING BETWEEN SAID LOTS 4 AND 29) IN BLOCK 30 IN BARRON'S SUBDIVISION OF BRAND'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO:

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PARCEL 9:

THOSE PARTS OF BLOCKS 21 AND 30 IN SAID BARRON'S SUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 18 IN BLOCK 21 OF SAID BARRON'S SUBDIVISION SAID POINT BEING 76.06 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 18: THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 18 TO THE SOUTH EAST CORNER THEREOF: THENCE NORTH ALONG THE EAST LINE OF SAID LOT 18 A DISTANCE OF 11.72 FEET THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, ALSO, BEGINNING AT THE SOUTH EAST CORNER OF LOT 32 IN BLOCK 30 OF SAID BARRON'S SUBDIVISION THENCE NORTH ALONG THE EAST LINE OF SAID LOT 32 TO THE NORTH EAST CORNER THEREOF: THENCE WEST ALONG THE NORTH LINE OF SAID LOT 32 A DISTANCE OF 76.06 FEET THENCE SOUTHWESTERLY BY A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF THE NORTH AND SOUTH VACATED ALLEY, SAID POINT BEING 4.83 FEET SOUTH AND MEASURED AT RIGHT ANGLES THERETO, FROM THE NORTH LINE OF SAID LOT 32 PRODUCED WESTERLY, THENCE SOUTH ALONG THE CENTER LINE OF SAID NORTH AND SOUTH VACATED ALLEY TO A POINT IN THE SOUTH LINE OF SAID LOT 32 PRODUCED WESTERLY: THENCE EAST ALONG THE SAID SOUTH LINE OF LOT 32 PRODUCED WESTERLY TO THE SOUTH WEST CORNER OF LOT 32, THENCE CONTINUING EAST ALONG THE SAID SOUTH LINE OF SAID LOT 32 TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

Property D:

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section six (6) and part of the Northwest Quarter (NW $\frac{1}{4}$) of Section five (5) all in Township Thirty-seven (37) North, Range Five (5) East, in the City of Elkhart, Indiana, and being more particularly described as follows:

Beginning at a point where the East line of Michigan Street is intersected by the South line of Mishawaka Street, as the said Streets are known and dedicated in the said City of Elkhart; thence Eastwardly along the South line of said Mishawaka Street a distance of seven hundred sixty-five and forty-three hundredths (765.43) feet to a point on the West line of Edwardsburg Avenue as said Edwardsburg Avenue is known and dedicated in the said City of Elkhart; thence Southeasterly along the West line of said Edwardsburg Avenue a distance of two hundred one and ninety-eight hundredths (201.98) feet to a point on the North Right-of-way line of the Penn Central Railroad (formerly Elkhart & Western Railroad Company); thence Southwestwardly along the North line of said Penn Central Railroad a distance of eight hundred seventy-seven and seventy-five hundredths (877.75) feet to a point on the East line of said Michigan Street; thence Northwardly along the East line of said Michigan Street a distance of two hundred fifty-eight and fifty-eight hundredths (258.58) feet to the place of beginning of this description.

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EXHIBIT B

SCHEDULE OF LEASES

<u>Lessee</u>	<u>Lessor</u>	<u>Date of Lease</u>	<u>Premises</u>
<u>Property A</u>			
Auto-Matic Appliance Parts Corp.	LNB Trust 51349	12-20-84	14728 & 14732 South Campbell, Posen, Illinois
Advanced Sleep Products	LNB Trust 51349	5-19-87	14750 South Campbell, Posen, Illinois
Precise Temperature Engineering, Inc.	LNB Trust 51349	2-28-86	14808 South Campbell, Posen, Illinois
Amster Medical Supply Corp.	LNB Trust 51349	7-01-84	14812 South Campbell, Posen, Illinois
Harris/3M Documents Products, Inc.	LNB Trust 51349	8-08-85	14836 South Campbell, Posen, Illinois
Montgomery Ward & Co.	LNB Trust 51349	11-27-74	14736 South McKinley, Posen, Illinois
Igor the Watchdog, Corp.	LNB Trust 51349	11-30-86	14741 South McKinley, Posen, Illinois
Reynolds Metals Company	LNB Trust 51349	12-10-86	14749 South McKinley, Posen, Illinois
Chem-Sultants, Inc.	LNB Trust 51349	9-30-83	14800 South McKinley, Posen, Illinois
Neoley Products	LNB Trust 51349	4-20-79	14807 South McKinley, Posen, Illinois
ARL Services, Inc.	LNB Trust 51349	8-12-86	14815 South McKinley, Posen, Illinois
Eldon Industries, Inc.	LNB Trust 51349	7-31-84	14817 South McKinley, Posen, Illinois
Durametallic Corporation	LNB Trust 51349	11-08-85	14823 South McKinley, Posen, Illinois
<u>Property B</u>			
Henkel Corporation	LNB Trust 38366	5-20-86 Amended 9-19-86	5325 South Ninth Avenue, Countryside, Illinois

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Property C

Veterans Administration	Newberry Enterprises	9-18-85	1524 South Peoria, 4th Floor, (15,000 square feet), Chicago
Galaxy Lighting	LNB Trust 45817	7-01-87	1524 South Peoria, 3rd Floor, (19,400 square feet), Chicago
Lite-Line, Ltd.	LNB Trust 45817	4-16-73	1524 South Peoria, 2nd Floor, (7,000 square feet), Chicago
Lite-Line, Ltd.	LNB Trust 45817	Verbal - 1-01-87	1524 South Peoria, 2nd Floor, (1,552 square feet), Chicago
Johnson & Carlson	LNB Trust 45817	Verbal - 8-01-86	1524 South Sangamon, 6th Floor, (400 square feet), Chicago
Palmer Sales Co.	LNB Trust 45817	3-13-85	1524 South Peoria, 7th Floor, (19,440 square feet), Chicago
Lee Weitzman, Noel Tetreu d/b/a/ Noelwood Furniture,	LNB Trust 45817	6-28-85	1524 South Peoria, 6th Floor, (19,400 square feet), Chicago
The Refinery, Ltd.			
James Janacek d/b/a Artifacts	LNB Trust	5-01-86	1524 South Peoria, 5th Floor, (5,617 square feet), Chicago
Perry Venson and Miroslaw Rogala	LNB Trust 45817	10-03-85	1524 South Peoria, 5th Floor, (3,744 square feet), Chicago
Fern Shaffer d/b/a Fern Shaffer Studio	LNB Trust 45817	2-01-87	1524 South Peoria, 5th Floor (2,500 square feet), Chicago
Salvage I	LNB Trust 45817	8-01-86	1524 South Sangamon, 1st, 2nd, 3rd and 4th Floors (63,180 square feet), Chicago

Property D

Adams & Westlake, Ltd.	Lake County Trust Co. #1755	12-18-71	940 North Michigan, Elkart, Indiana
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Note: LNB Means LaSalle National Bank

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EXHIBIT C

ADDITIONAL PERMITTED ENCUMBRANCES

Property A:

1. Easements in favor of the Village of Posen contained in easement agreement recorded December 4, 1973, as Document 22561728 as amended by Documents 22666318 and 22666319 and the terms, provisions, conditions and limitations therein contained. (Affects Parcel 1)
2. Easements contained in plat of grant of easements recorded March 25, 1974, as Document 22663551, and amendment to easement agreement recorded March 26, 1974, as Document 22666319. (Affects Parcel 1)
3. Terms, provisions and conditions relating to the easement described as Parcel 2 contained in the instrument creating such easement.
4. Rights of the adjoining owner or owners to the concurrent use of the easement.

Property B:

1. Easement over the east 5 feet of lots 4, 5 and 6 in Dansher Industrial Park Countryside, Illinois of Tract 4 as shown on plat of said subdivision.
2. Unrecorded lease made by LaSalle National Bank, as Trustee under Trust No. 38366, to the Henkel Corporation dated May 20, 1986, and a memorandum of which was recorded August 8, 1986, as Document 86344135 demising the land for the term of years beginning September 1, 1986, and ending August 31, 1996, and all rights thereunder of and all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lessee.

Subordinated to the mortgage recorded September 24, 1986, as Document 86433939 by subordination, non-disturbance and attornment agreement recorded September 24, 1986, as Document 86433941.

Amendment to lease recorded October 23, 1986, as Document 86495386.

3. A 35 foot building line along the west line of the land.

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Property C:

1. Party wall rights of owners of adjoining land relating to a party wall on the north line of parcel 2 of the land, as established by agreement made by Charles D. Clark with the Baltimore and Ohio Chicago Terminal Railroad Company, dated July 23, 1920, and recorded September 17, 1920, as Document 6941762. (Affects Parcel 2)
2. Terms of agreement dated August 15, 1919, and recorded November 10, 1919, as Document 6667628, made by and between Charles C. Clark, Kate L. Clark, Roy C. Griswold, Wellington Walker and the Chicago Terminal Warehouse Company relating to an easement over part of said block 28 in Brand's Addition to Chicago, aforesaid. (Affects Parcel 2)
3. Agreement between the Baltimore and Ohio Chicago Terminal Railroad Company and Roy C. Griswold and Wellington Walker, dated July 23, 1920, and recorded September 17, 1920, as Document 6941763, relating to the party wall set forth in exception above. (Affects Parcel 2)
4. Grant from Charles D. Clark and his wife to Baltimore and Ohio Chicago Terminal Railroad Company, dated July 14, 1921, and recorded September 1, 1921, as Document 7254000 for the purpose of maintaining a retaining wall on the northerly line of the land. (Affects Parcels 3 and 4)
5. Agreement made by and between the Baltimore and Ohio Chicago Terminal Railroad Company and Roy C. Griswold and Wellington Walker, dated July 14, 1921, and recorded September 1, 1921, as Document 7254004, relating to the use and maintenance of the present retaining wall for the use of the elevator of the tracks of said first party for the use of said wall as a foundation wall for the north wall of any building of the second party to be constructed on parcel 3 of the land. (Affects Parcels 3, 4, 6 and 8)
6. Easement for maintaining a retaining wall upon the northerly portion of parcel 1 of the land, granted to the Baltimore and Ohio Chicago Terminal Railroad Company, as created by instruments, recorded August 4, 1919, as document 6589638 and recorded November 10, 1919, as Document 6667629, and referred to in the deed from Charles D. Clark to Roy C. Griswold and Wellington Walker, dated June 24, 1919, and recorded July 24, 1919, as Document 6582577. (Affects Parcel 1)
7. Railroad right of way, elevated or otherwise, switch and spur tracks, together with the right of all parties served by said railroad tracks to use the same. (Affects all Parcels)

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